

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

GTE NORTH INCORPORATED

AND

TALLGRASS COMMUNICATIONS, INC.

FOR THE STATE OF

Wisconsin

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This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is made effective as of _____, 199__, by and between GTE North Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and Tallgrass Communications, Inc., in its capacity as a certified provider of local dial-tone service ("Tallgrass"), with its address for this Agreement at 1 South 450 Summit Avenue, Suite 140, Oakbrook Terrace, Illinois 60181 (GTE and Tallgrass being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Wisconsin only (the "State").

WHEREAS, interconnection between competing Local Exchange Carriers ("LECs") is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of certain unbundled network elements and physical collocation of equipment in LEC premises;

WHEREAS, GTE is entering, under protest, into certain aspects of this Agreement that incorporate adverse results from the arbitrated agreements approved by the Commission in this state and is doing so in order to avoid the expense of arbitration while at the same time preserving its legal positions, rights and remedies,

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Tallgrass hereby covenant and agree as follows:

ARTICLE I SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by Tallgrass of certain telecommunications services provided by GTE in its franchise areas for resale by Tallgrass, the purchase by Tallgrass of certain unbundled network elements from GTE, and the terms and conditions of the collocation of certain equipment of Tallgrass in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Wisconsin Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to GTE's cost recovery covered in this Agreement. GTE's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain of the rates, terms and conditions contained herein are unlawful, illegal and improper. Tallgrass agrees to negotiate reciprocal terms and conditions with GTE based on this Agreement.

The services and facilities to be provided to Tallgrass by GTE in satisfaction of this Agreement may be provided pursuant to GTE tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. GTE will provide notification to Tallgrass before such a tariff becomes effective. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this agreement.

ARTICLE II DEFINITIONS

- 10 General Definitions. Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.
- 1.1 **"Access Service Request"** (ASR) means an industry standard form used by the Parties to add, establish, change or disconnect services or trunks for the purposes of Interconnection.
 - 1.2 **"Act"** means the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.
 - 1.3 **"Affiliate"** of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.
 - 1.4 **"AMA"** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
 - 1.5 **"Applicable Law"** shall mean all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.
 - 1.6 **"Automatic Location Identification/Data Management System (ALI/DMS)"** means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records. From this database, records are forwarded to GTE's ALI Gateway for downloading by local ALI database systems to be available for retrieval in response to ANI from a 9-1-1 call. Also, from this database, GTE will upload to its selective routers the selective router ALI (SR/ALI) which is used to determine to which Public Safety Answering Point ("PSAP") to route the call.
 - 1.7 **"Automatic Number Identification" or "ANI"** refers to the number transmitted through the network identifying the calling party.
 - 1.8 **"Bellcore"** means an organization owned jointly by the Bell regional holding companies and that may in the future be owned partially or totally by other persons, that conducts research and development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

- 1.9 **"Bill-and-Keep Arrangement"** means a compensation arrangement whereby the Parties do not render bills to each other for the termination of local traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.
- 1.10 **"Bona Fide Request (BFR)"** process is intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.
- 1.11 **"Business Day"** shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.12 **"Central Office Switch"** means a switch used to provide telecommunications services including (i) "End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered, and (ii) "Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
- 1.13 **"Centralized Message Distribution System" (CMDs)** means the billing record and clearing house transport system that the Regional Bell Operating Companies ("RBOCs") and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.
- 1.14 **"CLLI codes"** means Common Language Location Identifier Codes.
- 1.15 **"Commercial Mobile Radio Services" (CMRS)** means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.
- 1.16 **"Commission"** means the Wisconsin Public Service Commission.
- 1.17 **"Common Channel Signaling" or "CCS"** means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.18 **"Competitive Local Exchange Carrier" (CLEC)** means any company or person authorized to provide local exchange services in competition with an ILEC.
- 1.19 **"Compliance"** means environmental and safety laws and regulations are based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.
- 1.20 **"Customer"** may mean GTE or Tallgrass depending on the context and which Party is

receiving the service from the other Party.

- 1.21 **"Customer Usage Data"** means that the local telecommunications services usage data of a CLEC customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded and exchanged by the Parties.
- 1.22 **"DS-1"** is a digital signal rate of 1.544 Mbps.
- 1.23 **"DS-3"** is a digital signal rate of 44.736 Mbps.
- 1.24 **"Electronic File Transfer"** refers to a system or process which utilizes an electronic format and protocol to send/receive data files.
- 1.25 **"EMR"** means the Exchange Message Record which is an industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.
- 1.26 **"E-911 Service"** is a method of routing 911 calls to a Public Service Answering Point that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.
- 1.27 **"Exchange Service"** refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.28 **"EIS" or "Expanded Interconnection Service"** means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.
- 1.29 **? Facility?** means all buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 44.
- 1.30 **"FCC"** means the Federal Communications Commission.
- 1.31 **? Generator?** means under Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations.
- 1.32 **"GTOC"** means GTE Telephone Operating Company.

- 1.33 **"Guide"** means the GTE Open Market Transition Order/Processing Guide/CLEC Customer Guide, which contains GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements and GTE's CLEC Interconnection Guide which provides guidelines for obtaining interconnection of GTE's Switched Network with the networks of all certified CLEC's for reciprocal exchange of traffic. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the "Guide" which may be amended from time to time by GTE as needed.
- 1.34 **? Hazardous Chemical?** means as defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.
- 1.35 **? Hazardous Waste?** means as described in Resource Conservation Recovery Act (RCRA), a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.
- 1.36 **? Imminent Danger?** means as described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.
- 1.37 **"Incumbent Local Exchange Carrier" (ILEC)** means any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. ?69.601(b) of the FCC's regulations.
- 1.38 **"Interim Number Portability (INP)"** means the delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.
- 1.39 **"Interconnection Point" ("IP")** means the physical point on the network where the two parties interconnect. The "IP" is the demarcation point between ownership of the transmission facility.
- 1.40 **"ISDN User Part (ISUP)"** means a part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.41 **"IXC" or "Interexchange Carrier"** means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
- 1.42 **"Internetwork Facilities? or ? Interconnection Facility?"** means the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.

- 1.43 **"LATA"** means Local Access and Transport Area. A LATA denotes a geographic area for the provision and administration of communications service; *i.e.*, intraLATA or interLATA.
- 1.44 **"Line Information Data Base (LIDB)"** means one or all, as the context may require, of the Line Information databases owned individually by GTE and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by GTE and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.*, Billed Number Screening.
- 1.45 **"Line Side"** refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.
- 1.46 **"Local Exchange Carrier" or "LEC"** means any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.47 **"Local Exchange Routing Guide" or "LERG"** means the Bellcore reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.48 **"Local Number Portability (LNP)"** means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.49 **"Local Traffic"** means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within GTE's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service ("EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (*i.e.*, optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS." Local Traffic excludes Information Service Provider (? ISP?) traffic (e.g., Internet, paging, 900-976, etc.).
- 1.50 **"MDF" or "Main Distribution Frame"** means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.51 **"Meet-Point Billing" or "MPB"** refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.52 **"MECAB"** refers to the *Multiple Exchange Carrier Access Billing* ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by

Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

- 1.53 **"MECOD"** refers to the *Multiple Exchange Carriers Ordering and Design ("MECOD") Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STIS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- 1.54 **"Mid-Span Fiber Meet"** means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.
- 1.55 **"NANP"** means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.
- 1.56 **"Network Element"** means a facility or equipment used in the provision of a telecommunications service. Network Element includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.
- 1.57 **"NID" or "Network Interface Device"** means the point of demarcation between the end user's inside wiring and GTE's facilities.
- 1.58 **"Numbering Plan Area" or "NPA"** is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.59 **"NXX", "NXX Code", "Central Office Code" or "CO Code"** is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.
- 1.60 **"911 Service"** means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.61 **? Owner and Operator?** means as used in OSHA regulations, owner is the legal entity,

including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility.

- 1.62 **"POI"** means Point of Interconnection designated for routing of local interconnection trunks.
- 1.63 **"Pole Attachment"** has the meaning as set forth in Article X and Appendix K of this Agreement.
- 1.64 **"Provider"** may mean GTE or Tallgrass depending on the context and which Party is providing the service to the other Party.
- 1.65 **"Public Safety Answering Point" or "PSAP"** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies ("ERAs") such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.66 **"Rate Center"** means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.67 **"Right-of-way" or "ROW"** means the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.68 **"Routing Point"** denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.69 **"Service Control Point" or "SCP"** is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.70 **"Service Switching Point" or "SSP"** means a Signaling Point that can launch queries to

databases and receive/interpret responses used to provide specific customer services.

- 1.71 **"Signaling Point" or "SP"** means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.72 **"Signaling System 7" or "SS7"** means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.73 **"Signal Transfer Point" or "STP"** means a packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. GTE STPs conform to ANSI T1.111-8 standards.
- 1.74 **"Subsidiary"** of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.75 **"Synchronous Optical Network" or "SONET"** means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 1.76 **"Switched Access Service"** means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.
- 1.77 **"Telecommunications Services"** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.78 **? Third Party Contamination?** means environmental pollution that is not generated by the LEC or Tallgrass but results from off-site activities impacting a facility.
- 1.79 **"Trunk Side"** refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.80 **? Undefined Terms?** means the Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.81 **"Vertical Features" (including "CLASS Features")** means vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive

Ringling/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

- 1.82 **"Wire Center"** means a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. "Wire center" can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

ARTICLE III GENERAL PROVISIONS

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.
2. Term and Termination.
 - 2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced in the first paragraph of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the term be extended beyond 90 calendar days after the end of the current term.
 - 2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption (a) under a new agreement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; ? tariff terms and conditions made generally available to all CLECs; or (d) any rights under Section 252(l) of the Act.
 - 2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:
 - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation any of the material terms or conditions of this Agreement.
 - 2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof of such Party if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
 - 2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or

omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
6. Responsibility for Payment. All charges for Services provided under this Agreement will be billed to Tallgrass, including all applicable taxes and surcharges. In addition, the End User Common Line (EUCL) Charge from GTOC Tariff FCC No. 1 is applicable to Resold Services. Tallgrass is responsible for payment of charges billed regardless of any billing arrangements or situation between Tallgrass and its end user customer.
7. Billing and Payment. Except as provided elsewhere in this Agreement and where applicable, in conformance with MECAB and MECOD guidelines, Tallgrass and GTE agree to exchange all information to accurately, reliably, and properly bill for features, functions and services rendered under this Agreement.
 - 7.1 Dispute. If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.
 - 7.2 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider may charge, and Customer agrees to pay, at Provider's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the applicable GTE/Contel state access tariffs or the GTOC/GSTC FCC No. 1 tariff, one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
 - 7.3 Due Date. Payment is due 30 calendar days from the bill date.
 - 7.4 Audits. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to

the reasonable scheduling requirements and limitations of the audited Party: (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
9. Capacity Planning and Forecasting. Within thirty (30) days from the Effective Date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Features, Network Elements, INP, Interconnection Services, Collocation, Poles, Conduits and Rights of Way (ROW). Such responsibilities shall include but are not limited to the following:
 - (a) The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.
 - (b) Tallgrass will furnish to GTE information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
 - (c) The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.
 - (d) Tallgrass shall notify GTE promptly of changes to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.
10. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
11. Confidential Information.
 - 11.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for Services or network elements placed by Tallgrass pursuant to this Agreement, and information that would constitute customer proprietary network information of Tallgrass end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Tallgrass end users, whether disclosed by Tallgrass to GTE or otherwise acquired by GTE in the course of its performance under this Agreement, and where GTE is the NANP Number Plan Administrator, Tallgrass information submitted to GTE in connection with such responsibilities shall be deemed Confidential Information of Tallgrass for all purposes under this Agreement whether or not

specifically marked or designated as confidential or proprietary.

11.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

11.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a Third Party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

11.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

12. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

13. Cooperation on Fraud Minimization. Tallgrass assumes responsibility for all fraud associated with its end user customers and accounts. GTE shall bear no responsibility for, nor is it required to investigate or make adjustments to Tallgrass's account in cases of fraud.

14. Dispute Resolution.

14.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to

the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 14.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 14.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 14.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 14.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the

American Arbitration Association (i.e., rules 53 through 57).

- 14.5 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- 14.6 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.
15. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
16. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
17. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.
18. Good Faith Performance. In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed, withheld or conditioned.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
20. Standard Practices. The Parties acknowledge that GTE shall be adopting some industry standard approaches and/or establishing its own standard approaches to various requirements hereunder applicable to Tallgrass industry which may be added in the Guide. Tallgrass agrees that GTE may implement such approaches to satisfy any GTE obligations under this Agreement.

21. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
22. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
23. Law Enforcement Interface.
- 23.1 Except to the extent not available in connection with GTE's operation of its own business, GTE shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and, emergency information retrieval on customer invoked CLASS services.
- 23.2 GTE agrees to work jointly with Tallgrass in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for Tallgrass Customers will be billed to Tallgrass.
- 23.3 GTE will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a Tallgrass Customer and shall refer them to Tallgrass.
24. Liability and Indemnity.
- 24.1 Indemnification. Subject to the limitations set forth in Section 24.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified

Party without approval of the indemnifying Party.

- 24.2 End User and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of Services, Unbundled Network Elements or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by either Party's end users against an Indemnified Party arising from Services, Unbundled Network Elements or Facilities. Each Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any Third Party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnified Party or such Party's end users, or any other act or omission of the Indemnified Party or such Party's end users.
- 24.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 24.4 Limitation of Liability. Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges for the Services, Unbundled Network Elements or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the Services, unbundled network elements or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.
- 24.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any Third Party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Third Party.
25. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same

document.

26. No Offer. This Agreement will be effective only upon execution and delivery by both Parties and approval by the Commission in accordance with Section 252 of the Act.
27. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
28. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE: GTE North Incorporated
Attention: State Director, External Affairs
100 Communications Drive
Sun Prairie, WI 53590
Facsimile number: (608) 837-1128

If to Tallgrass:
Tallgrass Communications, Inc.
Attention: James J. Hurley III - CFO
1 South 450 Summit Avenue
Suite 140
Oakbrook Terrace, IL 60181
Telephone number: 630/889-9900 x112
Facsimile number: 630/620-6953
Email: jhurley@tallgrassdsl.com

29. Protection.
- 29.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").
- 29.2 Resolution. If either Party causes an Impairment in Service, the Party whose network or

service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

30. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services, Unbundled Network Elements or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and Tallgrass.
31. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.
32. Changes in Legal Requirements. GTE and Tallgrass further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.
33. Effective Date. If this Agreement or changes or modifications thereto are subject to approval of a regulatory agency, the "effective date" of this Agreement for such purposes will be ten (10) Business Days after such approval or in the event this Agreement is developed in whole or in part through arbitration, sixty (60) Business Days after such approval. Such date (i.e., ten (10) or, if arbitrated, sixty (60) Business Days after the approval) shall become the "effective date" of this Agreement for all purposes.
34. Regulatory Matters. Each Party shall be responsible for obtaining and keeping in effect all their own FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
35. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
36. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
37. Service Standards.
 - 37.1 The Parties will provide a level of services to each other under this Agreement in compliance with the nondiscrimination requirements of the Act.
 - 37.2 GTE and Tallgrass agree to implement the Measures of Quality defined in Appendix A.
 - 37.3 The Parties will alert each other to any network events that can result or have resulted in service interruption, blocked calls, and/or changes in network performance.

38. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.
39. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
40. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
41. Taxes. Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as GTE requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party by the collecting Party.
- 41.1 Tax - A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.
- Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.
- 41.2 Fees/Regulatory Surcharges - A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/311, franchise fees, Lifeline, hearing impaired, and Commission surcharges.

42. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

43. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

44. Environmental Responsibility.

44.1 GTE and Tallgrass agree to comply with applicable federal, state and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (EPA) regulations issued under the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act, Superfund Amendments and Reauthorization Act and the Toxic Substances Control Act and OSHA regulations issued under the Occupational Safety and Health Act of 1970. Each Party has the responsibility to notify the other if Compliance inspections occur and/or citations are issued that impact any aspect of this Agreement such as occurring on a LEC Facility or involving Tallgrass potential employee exposure.

44.2 GTE and Tallgrass shall provide notice of known and recognized physical hazards or hazardous chemicals that must include providing Material Safety Data Sheets (MSDSs) for materials existing on site or brought on site to the Facility. Each Party is required to provide specific notice for potential imminent danger conditions which could include, but is not limited to, a defective utility pole or significant petroleum contamination in a manhole.

44.3 GTE will make available additional environmental control or safety procedures for Tallgrass to review and follow when working at a GTE Facility. Providing these procedures, beyond government regulatory Compliance requirements, is the decision of GTE. These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of GTE for safety and environmental protection.

44.4 Any materials brought, used or remaining at the Facility by Tallgrass are owned by Tallgrass. Tallgrass will indemnify GTE for these materials. No substantial new safety or environmental hazards can be created or new hazardous materials can be used at a GTE Facility. Tallgrass must demonstrate adequate emergency response capabilities for its materials used or remaining at the GTE Facility.

44.5 When Third Party contamination is discovered at a GTE Facility, the Party uncovering the condition must notify the proper safety or environmental authority, if required under applicable laws or regulations. Tallgrass must also notify GTE of Third Party contamination it discovers at GTE facilities. The cost causer (requiring access) will become the generator, as owner or operator, of any waste materials such as petroleum contaminated water, sewage or manhole sediment. Notwithstanding Section 24 and Section 44.9 of this Article III, the cost causer (requiring access) shall indemnify the other Party hereunder.

- 44.6 Tallgrass should obtain and use its own environmental permits, if necessary. If GTE's permit or EPA identification number must be used, Tallgrass must comply with all of GTE's environmental processes including environmental "best management practices (BMP)" and/or selection of disposition vendors and disposal sites.
- 44.7 Tallgrass visitors must comply with GTE security, fire safety, safety, environmental and building practices/codes including equivalent employee training when working in GTE facilities.
- 44.8 GTE and Tallgrass shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community reporting. If fees are associated with filing, GTE and Tallgrass must develop a cost sharing procedure.
- 44.9 Notwithstanding Section 23, with respect to environmental responsibility under this Section 44, GTE and Tallgrass shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, Third Party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage, and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses proximately caused by the indemnifying Party's negligent or willful misconduct regardless of form, or in connection with the violation or alleged violation of any applicable requirement with respect to the presence or alleged presence of contamination arising out of the indemnifying party's acts or omissions concerning its operations at the Facility.
- 44.10 Activities impacting safety or the environment of a Right of Way must be harmonized with the specific agreement and the relationship between GTE and the private land owner. This could include limitations on equipment access due to environmental conditions (e.g., wetland area with equipment restrictions).
45. TBD Prices. Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to Tallgrass ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non recurring charge (NRC) for a specific network element, the Parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by Tallgrass to GTE, and any overpayment shall be refunded by GTE to Tallgrass, within 45 Business Days after the establishment of the price by the Commission.
46. Amendment of Certain Rates, Terms and Conditions. The Parties agree as follows with respect to modification of the rates, terms and conditions initially provided for herein:
- The rates, terms and conditions that are specified in Appendix 46A (the "GTE Terms") may be replaced by the rates, terms and conditions from the GTE/AT&T Interconnection, Resale and Unbundling Agreement (the AT&T Agreement), respectively, that are specified in Appendix 46B (the "CLEC Terms") if and when the AT&T Agreement becomes effective after approval by order of

the Commission. The rates, terms and conditions that are specified in Appendix 46B (the "CLEC Terms") shall not take effect for purposes of this Agreement until thirty (30) days following GTE's receipt of written notice of Tallgrass's election to replace the specified "GTE Terms" with the specified "CLEC Terms", which notice may be given no earlier than the date the AT&T Agreement is approved by the Commission and effective. GTE and Tallgrass agree that if the "CLEC Terms" are deemed to be unlawful, or are stayed, enjoined or otherwise modified, in whole or in part, by a court or commission of competent jurisdiction, then this Agreement shall be deemed to have been amended accordingly, by modification of the "CLEC Terms" or, as appropriate, the substitution of "GTE Terms" for all stayed or enjoined "CLEC Terms", and such amendment shall be effective retroactive to the Effective Date of the "CLEC Terms."

GTE and Tallgrass further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC's First Report and Order in CC Docket No. 96-98. The terms and conditions of this Agreement shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify the FCC's First Report and Order, in whole or in part ("action"). To the extent warranted by any such action, the parties agree that this Agreement shall be deemed to have been modified accordingly as in the first paragraph of this Section 46. The parties agree to immediately apply any effected terms and conditions, including any in other sections and articles of this Agreement consistent with such action, and within a reasonable time incorporate such modified terms and conditions in writing into the Agreement. If the "CLEC Terms" are affected by such action and GTE determines they cannot be consistently applied therewith, the "GTE Terms" shall apply. Tallgrass acknowledges that GTE may seek to enforce such action before a commission or court of competent jurisdiction. GTE does not waive any position regarding the illegality or inappropriateness of the FCC's First Report and Order.

The rates, terms and conditions (including rates which may be applicable under true-up) specified in both the "GTE Terms" and the "CLEC Terms" are further subject to amendment, retroactive to the Effective Date of the Agreement, to provide for charges or rate adjustments resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's end user surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

If the Commission (or any other commission or federal or state court) in reviewing this Agreement pursuant to applicable state or federal laws, including Section 252(e) of the Telecommunications Act of 1996, deletes or modifies in any way this Section, Tallgrass agrees that this entire Agreement is void and will not become effective, and Tallgrass agrees to withdraw this Agreement from consideration by the Commission (or any other commission or federal or state court).

ARTICLE IV
GENERAL RULES GOVERNING RESOLD SERVICES
AND UNBUNDLED ELEMENTS

1. General. General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate GTE intrastate local, toll and access tariffs, apply to retail services made available by GTE to Tallgrass for resale and unbundled network elements provided by GTE to Tallgrass, when appropriate, unless otherwise specified in this Agreement. As applied to services or network elements offered under this Agreement, the term "Customer" contained in the GTE Retail Tariff shall be deemed to mean "Tallgrass" as defined in this Agreement.
2. Liability of GTE.
 - 2.1 Inapplicability of Tariff Liability. GTE's general liability, as described in the GTE Retail Tariff, does not extend to Tallgrass's customers or any other Third Party. Liability of GTE to Tallgrass resulting from any and all causes arising out of services, facilities, network elements or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to GTE. GTE shall be liable for the individual services, facilities or elements that it separately provides to Tallgrass and shall not be liable for the integration of components combined by Tallgrass.
 - 2.2 Tallgrass Tariffs or Contracts. Tallgrass shall, in its tariffs or other contracts for services provided to its end users using services, facilities or network elements obtained from GTE, provide that in no case shall GTE be liable to Tallgrass's end users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by Tallgrass of the possibility of such damages and Tallgrass shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship with Tallgrass's end users.
 - 2.3 No Liability for Errors. GTE is not liable for mistakes that appear in GTE's listings, 911 and other information databases, or for incorrect referrals of end users to Tallgrass for any ongoing Tallgrass service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, Tallgrass shall indemnify and hold GTE harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including Tallgrass's end users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of GTE or its employees or agents.
3. Unauthorized Changes.
 - 3.1 Procedures. If Tallgrass submits an order for resold services or unbundled elements under this Agreement in order to provide service to an end user that at the time the order is submitted is obtaining its local services from GTE or another LEC using GTE resold

services or unbundled elements, and the end user notifies GTE that the end user did not authorize Tallgrass to provide local exchange services to the end user, Tallgrass must provide GTE with written documentation of authorization from that end user within thirty (30) Business Days of notification by GTE. If Tallgrass cannot provide written documentation of authorization within such time frame, Tallgrass must within three (3) Business Days thereafter:

- (a) notify GTE to change the end user back to the LEC providing service to the end user before the change to Tallgrass was made; and
- (b) provide any end user information and billing records Tallgrass has obtained relating to the end user to the LEC previously serving the end user; and
- (c) notify the end user and GTE that the change back to the previous LEC has been made.

Furthermore, GTE will bill Tallgrass fifty dollars (\$50.00) per affected line to compensate GTE for switching the end user back to the original LEC.

3.2 Option to Restrict Changes Without Evidence of Authorization. Tallgrass's or GTE's end users may request GTE to permit changes of their provider of local exchange services only upon end user written notification to GTE that the end user wishes to change the end user's provider of local exchange services. In such a situation, GTE will not change an end user's provider of local exchange services without such written notification.

4. Impact of Payment of Charges on Service. Tallgrass is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end users' service locations. If Tallgrass fails to pay when due any and all charges billed to Tallgrass under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) Business Days after the due date of such Unpaid Charges excepting previously disputed charges for which Tallgrass may withhold payment, GTE shall notify Tallgrass in writing that it must pay all Unpaid Charges to GTE within seven (7) Business Days. If Tallgrass disputes the billed charges, it shall, within said seven (7) day period, inform GTE in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to GTE all undisputed charges. If Tallgrass and GTE are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either Tallgrass or GTE may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if Tallgrass owes payment it shall make such payment to GTE with any late payment charge under Article III, Section 7.2, from the original payment due date. If Tallgrass owes no payment, but has previously paid GTE such disputed payment, then GTE shall credit such payment including any late payment charges. If Tallgrass fails to pay any undisputed Unpaid Charges, Tallgrass shall, at its sole expense, within five (5) Business Days notify its end users that their service may be disconnected for Tallgrass's failure to pay Unpaid Charges, and that its end users must select a new provider of local exchange services. If Tallgrass fails to provide such notification or any of Tallgrass's end users fail to select a new provider of services within the applicable time period, GTE will provide local exchange services to Tallgrass's end users under GTE's applicable end user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to Tallgrass's end user, but will be assessed to Tallgrass. GTE may

discontinue service to Tallgrass upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to Tallgrass or Tallgrass's end users in the event of such disconnection.

5. Unlawful Use of Service. Services, facilities or unbundled elements provided by GTE pursuant to this Agreement shall not be used by Tallgrass or its end users for any purpose in violation of law. Tallgrass, and not GTE, shall be responsible to ensure that Tallgrass and its end users use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. GTE may refuse to furnish service to Tallgrass or disconnect particular services, facilities or unbundled elements provided under this Agreement to Tallgrass or, as appropriate, Tallgrass's end user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service, facilities or unbundled elements is prohibited by law or (ii) GTE is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by GTE is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to Tallgrass, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to GTE the written finding of a court, then upon request of Tallgrass and agreement to pay restoral of service charges and other applicable service charges, GTE shall promptly restore such service.
6. Timing of Messages. With respect to GTE resold measured rate local service(s), chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network. Timing of messages applicable to GTE's Port and Local Switching element (usage sensitive services) will be recorded based on originating and terminating access.
7. Procedures For Preordering, Ordering, Provisioning, Etc. Certain procedures for preordering, ordering, provisioning, maintenance and billing and electronic interfaces for many of these functions are described in Appendix I. All costs and expenses for any new or modified electronic interfaces Tallgrass requires that GTE determines are technically feasible and GTE agrees to develop will be paid by Tallgrass pursuant to Appendix I. The schedule for implementation of any new or modified electronic interfaces will be developed by GTE according to industry standards and will be based upon the amount of work needed to design, test and implement the new or modified interface.
8. Customer Contacts. Except as otherwise provided in this Agreement or as agreed to in a separate writing by Tallgrass, Tallgrass shall provide the exclusive interface with Tallgrass's end user customers in connection with the marketing or offering of Tallgrass services. Except as otherwise provided in this Agreement, in those instances in which GTE personnel are required pursuant to this Agreement to interface directly with Tallgrass's end users, such personnel shall not identify themselves as representing GTE. All forms, business cards or other business materials furnished by GTE to Tallgrass end users shall bear no corporate name, logo, trademark or trade name other than Tallgrass's. In no event shall GTE personnel acting on behalf of Tallgrass pursuant to this Agreement provide information to Tallgrass end users about GTE products or services.

ARTICLE V
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

- 1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to Tallgrass or by Tallgrass to GTE and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier Access between GTE and Tallgrass. The services and facilities described in this Article shall be referred to in this Article V as the "Services."
- 1.2 Service Locations for Interconnection Services and Facilities. Appendix B, Service Matrix, attached to this Agreement and made a part hereof, sets forth the Services and each location in the State where a Service shall be provided (the "Service Locations") and the Interconnection Point ("IP") for such Services.
- 1.3 Additional Services or Service Locations. If, during the term of this Agreement, the parties determine that additional services are needed in the State, or existing Services will be offered in new locations in the State, the Parties shall execute an amendment to this Agreement substantially in the form of Appendix C attached to this Agreement and made a part hereof, incorporating the additional locations and/or any additional terms necessary for the additional services. Upon the effective date of the amendment, and continuing through the remaining term of this Agreement, the new services shall be deemed part of the Services provided pursuant to this Article and/or the new locations shall be deemed part of the Service Locations.

2. Billing and Rates.

- 2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. GTE's rates and charges are set forth in Appendix D attached to this Agreement and made a part hereof. Tallgrass's separate rates and charges are also set forth in Appendix D attached hereto and made a part hereof.
- 2.2 Billing. Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Tallgrass is required to order trunks pursuant to Section 4.3.3 of this Article. Charges for traffic that has been routed over a jurisdictionally inappropriate trunk group (e.g., local traffic carried over trunks used for Switched Access Traffic) may be adjusted to reflect the appropriate compensation arrangement and may be handled as a post-billing adjustment to bills rendered. Additional matters relating to billing are included in Appendix I attached to this Agreement and made a part hereof.

3. Transport and Termination of Traffic.

- 3.1 Traffic to be Exchanged. The Parties shall reciprocally terminate Local, IntraLATA Toll,

optional EAS and jointly provided Interexchange Carrier Traffic originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with Third-Party LECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 herein. Only traffic originated by or terminating to the Parties' end user customers is to be exchanged. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation For Exchange Of Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic in accordance with Section 3.2.2 of this Article. The Parties will develop an initial factor representative of the share of traffic exempt from local compensation.

This factor will be updated quarterly in like manner or as the Parties otherwise agree.

Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix D of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. To account for ISP traffic, the Parties will negotiate an initial factor(s) representative of the proportionate share of traffic exempt from local compensation. This factor will be updated quarterly in a like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Nothing in this Section 3.2.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section 3.2.2, except as set forth in Section 3.1 above.

3.2.3 Sharing of Access Charges on Calls to Ported Numbers. Until permanent number portability is implemented, the Parties agree that switched access termination to a ported number will be billed by the party providing interim number portability and that the party billing the switched access will share the switched access revenue with the other party. After permanent number portability is implemented, the Parties agree to renegotiate sharing of access charges to ported numbers in accordance with permanent number portability requirements. In lieu of actual measurements of minutes and/exchange of billing records for this traffic the Parties agree that the

Party providing the ported number will pay the other Party the rate per line/per month as specified in Appendix E.

- (a) The number of lines/talk paths per ported number that are subject to compensation will be determined at the time the end user customer's local service is changed from one party to the other. The number of lines per number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per number available for compensation can only be increased by mutual consent of the parties.
- (b) The Parties agree that the compensation rate in paragraph 3.3.3 may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rate if a significant event occurs. At a minimum, the parties agree to reevaluate the rate on an annual basis.
- (c) The Parties agree that terminating switched access calls ported via interim number portability may appear to the receiving party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. Therefore, the Parties agree to renegotiate the terminating shared access compensation rate if reciprocal compensation for local calls is implemented.

3.3 Tandem Switching Traffic. The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's access tandem, as well as for traffic between either Party's end users and any Third Party which is interconnected to the other Party's access tandems as follows:

3.3.1 The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to Third Party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is identified in Appendix D.

3.3.2 The originating Party also assumes responsibility for compensation to the company which terminates the call.

3.4 Inter-Tandem Switching. The Parties will only use inter-tandem switching for the transport and termination of intraLATA toll traffic originating on each other's network at and after such time as as Tallgrass has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof. The Parties will only use inter-tandem switching for the transport and termination of local/EAS traffic originating on each other's network at and after such time as the Parties have agreed to and fully implemented generally accepted industry signaling standards and AMA record standards which shall support the recognition of multiple tandem switching events.

4. Direct Network Interconnection.

- 4.1 Network Interconnection Architecture. Tallgrass may interconnect with GTE at any of the minimum technically feasible points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree following a Bona Fide Request to directly interconnect their respective networks, interconnection will be as specified in the following subsections. The "IPs" shall be set forth in Appendix B attached to this Agreement and made a part hereof. Based on the configuration, the installation timeline will vary considerably, however, GTE will work with Tallgrass in all circumstances to install "IPs" within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Telecommunications Act of 1996.
- 4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested. For each "IP" set forth in Appendix B, the Parties shall specify the type of interconnection used at that "IP."
- (a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility "IP" at a designated manhole or junction location. The "IP" is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.
 - (b) A Virtual or Physical EIS arrangement at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.
 - (c) A Special Access arrangement and/or Switched Dedicated Access arrangement terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable access tariffs. These facilities will meet the standards set forth in such tariffs.
- 4.1.2 Virtual and Physical EIS arrangements are governed by appropriate GTE tariffs, except as provided in Article IX, Section 1.3.
- 4.1.3 The Parties will mutually designate at least one POI on GTE's network within each GTE local calling area for the routing of Local Traffic. Recording and billing of traffic routed over these facilities shall be as provided in Section 3.4 of this Article.
- 4.2 Compensation. The Parties agree to the following compensation for internetwork facilities, depending on facility type.
- 4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the "IP" and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. Tallgrass will charge flat rated transport to GTE for Tallgrass facilities used by GTE at their tariffed rates or as mutually agreed, not to exceed GTE rates. Tallgrass will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the Tallgrass switch; or (ii) the

airline mileage from the GTE switch to the serving area boundary.

4.2.2 Collocation: GTE will charge Virtual or Physical EIS rates from the applicable GTE tariff. Tallgrass will charge GTE flat rated transport at their tariffed rates or as mutually agreed, not to exceed GTE rates, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. Tallgrass will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the Tallgrass switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.

4.2.3 Special Access and/or Switched Dedicated Access: GTE will charge special access and/or switched dedicated access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Trunking Requirements.

4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of local traffic or either Party may elect to provision its own one-way trunks for delivery of local traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.

4.3.2 Tallgrass shall make available to GTE trunks over which GTE shall terminate to end users of Tallgrass-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.

4.3.3 Tallgrass and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Tallgrass and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from Tallgrass to originate and terminate interLATA calls and to provide Switched Access Service to IXCs. To the extent Tallgrass desires to have any Interexchange Carriers (IC) originate or terminate traffic to Tallgrass, Tallgrass will arrange for such IC to issue an ASR to GTE instructing GTE to route such traffic over the appropriate IC trunk group.

4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the

access tandem.

4.3.3.3 Neither party shall route Switched Access Service traffic over local interconnection trunks, or local traffic over Switched Access Service trunks.

4.3.4 Tallgrass and GTE will reciprocally provide Percent Local Usage (PLU) factors to each other on a quarterly basis to identify the proper jurisdiction of each call type that is carried over the required trunks.

4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.

4.3.6 Tallgrass and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

4.3.7 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available.

4.3.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.

4.3.9 The Parties will support intercompany 64kbps clear channel where available.

4.4 Network Redesigns Initiated by GTE. GTE will not charge Tallgrass when GTE initiates its own network redesigns/reconfigurations.

4.5 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.

4.5.1 GTE Access Tandem Interconnection calling scope (originating and terminating) is to those GTE end offices which subtend the GTE access tandem to which the connection is made except as provided for in Section 3.3 of this Article V.

4.5.2 GTE End Office Interconnection calling scope (originating and terminating) is only to the end office to which the connection is made.

5. Indirect Network Interconnection. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem until such time as compensation arrangements have been established in accordance with this Article V, Sections 3.1 and 3.4.

6. Number Resources.

- 6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Tallgrass's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Tallgrass shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan Administrator, GTE shall not be responsible for the requesting or assignment of number resources to Tallgrass. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. Tallgrass shall not request number resources to be assigned to any GTE switching entity.
- 6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.
- 6.2 Rate Centers. For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, Tallgrass shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the incumbent LEC and shall assign whole NPA-NXX codes to each Rate Center.
- 6.3 Routing Points. Tallgrass will also designate a Routing Point for each assigned NXX code. Tallgrass may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively Tallgrass may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by Tallgrass within an existing GTE exchange area and LATA.
- 6.4 Code and Numbers Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer number resources, and charge for such administration in accord with applicable rules and regulations. GTE will administer numbering resources in a competitively neutral manner, and process requests for NXX codes in a timely manner and in accord with industry standards. The Parties shall protect Tallgrass proprietary information that may be submitted to GTE in connection with GTE's responsibilities as NANP Number Plan Administrator in accordance with Article III, Section 11 of this Agreement.
- 6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
7. Interim Number Portability (INP). Each Party shall provide the other Party with INP for the purpose of allowing end user customers to change service-providing Parties without changing their telephone number. GTE shall provide its INP to Tallgrass using remote call forwarding (? RCF?). The GTE rates for INP service using RCF are set out in Appendix E attached to this Agreement and made a part hereof. If Tallgrass wishes to use Direct Inward Dialing ("DID") to provide INP to its end users, Tallgrass may purchase DID service from GTE at the rate specified in the appropriate GTE tariff. Tallgrass shall provide INP to GTE at the rates specified for Tallgrass in

Appendix E. Upon implementation of Number Portability (NP), the Parties agree to transition all Tallgrass INP end users and their applicable services to NP methods within a mutually agreed upon timeframe and to discontinue further use of interim methods of number portability.

8. Meet-Point Billing.

8.1 Meet-Point Arrangements.

8.1.1 The Parties may mutually establish Meet-Point Billing ("MPB") arrangements in order to provide Switched Access Services to Access Service customers via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein and as described in Section 3.2.3 for Interim Portability.

8.1.2 Except in instances of capacity limitations, GTE shall permit and enable Tallgrass to sub-tend the GTE access tandem(s) nearest to the Tallgrass Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, Tallgrass shall be allowed to sub-tend the next-nearest GTE access tandem in which sufficient capacity is available.

8.1.3 Interconnection for the MPB arrangement shall occur at the "IP".

8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the GTE access tandem switch.

8.1.5 Tallgrass and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

8.1.6 As detailed in the MECAB document, Tallgrass and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by Tallgrass and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.

8.1.7 Tallgrass and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

8.2 Compensation.

8.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by Tallgrass and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service they provided at their appropriate tariff, or price list.

8.2.2 Subsequently, Tallgrass and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by

Tallgrass and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented, such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

9. Common Channel Signaling.

9.1 Service Description. The Parties will provide Common Channel Signaling ("CCS") to one another via Signaling System 7 ("SS7") network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and transport services shall be provided by GTE in accordance with the terms and conditions of this Section 9 of this Article and Appendix J attached to this Agreement and made a part hereof. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

9.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

9.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.

9.4 Connection Through STP. Tallgrass must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to GTE's 800/888 database and GTE's LIDB shall, consistent with this section and Appendix J attached hereto, take place only through appropriate STP pairs.

9.5 Third Party Signaling Providers. Tallgrass may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the Third Party to act on behalf of Tallgrass in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.

9.6 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

10. Service Quality and Performance. Each Party shall provide Services under this Article to the other Party that are equal in quality to that the Party provides to itself, its Affiliates or any other entity in accordance with the nondiscrimination requirements of the Act.

11. Network Outages. GTE shall work with Tallgrass to establish reciprocal responsibilities for managing network outages and reporting. Each party shall be responsible for network outage as a result of termination of its equipment in GTE wire center or access tandem. Tallgrass shall be responsible for notifying GTE of significant outages which could impact or degrade GTE switches and services.

ARTICLE VI RESALE OF SERVICES

1. General. The purpose of this Article VI is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from GTE and resold by Tallgrass and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the GTE Guide. GTE will make available to Tallgrass for resale any Telecommunications Service that GTE currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by Section 2.2 below.
2. Terms and Conditions.
 - 2.1 Quality and Performance. GTE shall provide Services to Tallgrass that are equal in quality to the same Services provided by GTE to its own end user customers.
 - 2.2 Restrictions on Resale. The following restrictions shall apply to the resale of retail services by Tallgrass.
 - 2.2.1 Tallgrass shall not resell Basic Exchange Residential Service.
 - 2.2.2 Tallgrass shall not resell to one class of customers a service that is offered by GTE only to another class of customers in accordance with State requirements (e.g., R-1 to B-1, disabled services or Lifeline services to non-qualifying customers).
 - 2.2.3 Tallgrass shall not resell public pay telephone lines.
 - 2.2.4 Tallgrass shall not resell semi-public pay telephone lines.
 - 2.2.5 Tallgrass shall not resell lifeline services and services for the disabled.
 - 2.2.6 Tallgrass shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to Tallgrass for resale in accordance with Code of Federal Regulations, Section 51.613(a)(2). GTE will apply any applicable wholesale discount to the ordinary rate for a retail service rather than the special promotional rate.
 - 2.3 Restrictions on Discount of Retail Services. The discount specified in Section 5.3 herein shall apply to all retail services except for the following:
 - 2.3.1 Tallgrass shall resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. Tallgrass shall not aggregate end user traffic in order to qualify for volume discount.
 - 2.3.2 Tallgrass shall resell ICB/Contract services without a discount and only to end user customers that already have such services.
 - 2.3.3 Tallgrass shall resell COCOT coin or coinless line but no discount applies.

2.3.4 Tallgrass shall resell special access but no discount applies.

2.3.5 Tallgrass shall resell Operator Services and Directory Assistance as specified in Section 5.6 herein however no discount applies.

2.4 Resale to Other Carriers. Services available for resale may not be used by Tallgrass to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to; interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.

3. Ordering and Billing.

3.1 Local Service Request. Orders for resale of Services will be placed utilizing a standard Local Service Request ("LSR") form. GTE will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. A complete and accurate LSR (containing the requisite end user information as described in the Guide) must be provided by Tallgrass before a request can be processed.

3.2 Certificate of Operating Authority. When ordering, Tallgrass must represent and warrant to GTE that it is a certified provider of local dial-tone service. Tallgrass will provide a copy of its Certificate of Operating Authority or other evidence of its status to GTE upon request.

3.3 Letter of Authorization. A Letter of Authorization ("LOA") will be required before resold Services will be provided in cases in which the subscriber currently receives Exchange Service from GTE or from a local service provider other than Tallgrass. Such LOA may be a blanket LOA or such other form as agreed upon between GTE and Tallgrass. GTE will not release information to Tallgrass on GTE end user customer accounts unless Tallgrass first provides to GTE a written LOA, signed by the end user customer, authorizing the release of such information to Tallgrass or if state or federal law provides otherwise, in accordance with such law.

3.4 Directory Assistance Listings. GTE shall include a Tallgrass customer listing in its Directory Assistance database as part of the Local Service Request ("LSR") process. GTE will honor Tallgrass Customer's preferences for listing status, including non-published and unlisted, as noted on the LSR and will enter the listing in the GTE database which is used to perform Directory Assistance functions as it appears on the LSR.

3.5 Nonrecurring Charges. Tallgrass shall be responsible for the payment of all nonrecurring charges ("NRCs") applicable to resold Services (e.g., installation, changes, ordering charges) in accordance with the appropriate tariff. In addition, NRCs for Field Service work (Installation/Repair required on site instead of being able to be completed at the Central Office) will be charged as applicable from the appropriate tariff. No discount applies to nonrecurring charges.

3.6 Transfers Between Tallgrass and Another Reseller of GTE Services. When Tallgrass has obtained an end user customer from another reseller of GTE services, Tallgrass will inform GTE of the transfer by submitting a standard LSR to GTE.

3.7 Local Calling Detail. Except for those Services and in those areas where measured rate local service is available to end users, monthly billing to Tallgrass does not include local calling detail. However, Tallgrass may request and GTE shall consider developing the capabilities to provide

local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

- 3.8 Procedures. An overview of the procedures for preordering, ordering, provisioning and billing for resold services are outlined in Appendix I, attached hereto and made a part hereof.
- 3.9 LIDB. For resale services, GTE's service order will generate updates to the LIDB for validation of calling card, collect, and third number billed calls.
- 3.10 "OLN". Upon request, GTE will update the database to provide Originating Line Number ("OLN") Screening which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).
- 3.11 Promotional Services. GTE shall make available for resale, those promotional offerings that are greater than 90 days in duration and the special promotional rate will be subject to the applicable wholesale discount.
- 4. Maintenance.
- 4.1 Maintenance, Testing and Repair. GTE will provide repair and maintenance services to Tallgrass and its end user customers for resold Services in accordance with the same standards and charges used for such services provided to GTE end user customers. GTE will not initiate a maintenance call or take action in response to a trouble report from a Tallgrass end user until such time as trouble is reported to GTE by Tallgrass. Tallgrass must provide to GTE all end user information necessary for the installation, repair and servicing of any facilities used for resold Services according to the procedures described in the Guide.
- 4.2 Specifics and Procedures for Maintenance. An overview of the procedures for maintenance of resold services and additional matters agreed to by the Parties concerning maintenance are set forth in Appendix I.
- 5. Services Available for Resale.
- 5.1 Description of Local Exchange Services Available for Resale. Resold basic Exchange Service includes, but is not limited to, the following elements:
 - (a) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone.
 - (b) Local Calling - at local usage measured rates if applicable to the end user customer.
 - ? Access to long distance carriers
 - (d) E-911 Emergency Dialing
 - (e) Access to Service Access Codes - e.g., 800, 888, 900
 - (f) Use of AIN Services (those currently available to end users)
 - (g) End User Private Line Services

- (h) Listing of telephone number in appropriate "white pages" directory; and
 - (l) Copy of "White Pages" and "Yellow Pages" directories for the appropriate GTE service area
- 5.2 List of Services Available for Resale. The type of Services listed on Appendix F, attached hereto and made a part of this Agreement, are available for resale by Tallgrass. Subject to the limitations on resale enumerated in this Article, any new services that GTE offers in the future at retail to customers who are not telecommunications carriers shall also be available to Tallgrass for resale under the same terms and conditions contained in this Agreement. Additional regulations, terms and conditions relating to the type of Services listed on Appendix F can be found in the appropriate intrastate local, toll and access tariffs. Terms, conditions and other matters concerning rate applications, technical parameters, provisioning capability, definitions and feature interactions contained in such tariffs are applicable to the type of Services offered under this Agreement and are incorporated herein by reference. Modifications to Services listed on Appendix F shall be provided to Tallgrass in accordance with GTE's practices and procedures.
- 5.3 Rates. The prices charged to Tallgrass for Local Services shall be calculated as follows:
- (1) Avoided Cost Discount of 9.2% shall apply to all retail services except those services listed in Section 2.2 and Section 2.3 herein.
 - (2) The discount dollar amount calculated under Step 1 above will be deducted from the retail rate.
 - (3) The resulting rate is the Wholesale Rate.
 - (4) This discount dollar amount in Step 2 above shall not change during the Term of this Agreement, even though GTE may change its retail rates.
- 5.4 Grandfathered Services. Services identified in GTE Tariffs as grandfathered in any manner are available for resale only to end user customers that already have such grandfathered service. An existing end user customer may not move a grandfathered service to a new service location.
- 5.5 Access. GTE retains all revenue due from other carriers for access to GTE facilities, including both switched and special access charges.
- 5.6 Operator Services (OS) and Directory Assistance (DA). Where GTE provides access to GTE Operator Services for local and toll assistance (for example, call completion, busy line verification and emergency interruption) and Directory Assistance (e.g., 411 calls routed to GTE's DA operator centers) as an element of Exchange Services offered for resale, Tallgrass will be billed in accordance with Appendix F. GTE will also provide its existing OS and DA to Tallgrass as follows:
- 5.6.1 When OS and/or DA is to be provided for calls that originate from services available for resale, as provided herein, and either branding or unbranding is requested, GTE will provide such unbranding or rebranding on a switch-by-switch basis, subject to capability and capacity limitations where Customized Routing is currently available pursuant to Article VII, Section 11.1.
 - 5.6.2 Tallgrass will be billed a charge for unbranding or rebranding and Customized Routing.

Upon written request from Tallgrass, GTE will provide Tallgrass with applicable charges, and terms and conditions, for providing OS and DA, branding, and Customized Routing. In addition, a port and dedicated trunk facilities are required as specified in Article VII, Section 11.1.4.

- 5.6.3 For those offices that Tallgrass has requested GTE to rebrand and/or unbrand OS and DA, GTE will provide it where GTE performs its own OS and DA service subject to capability and capacity limitations where Customized Routing is currently available. If GTE uses a third party contractor to provide OS or DA, GTE will not provide branding nor unbranding nor will GTE negotiate it with a third party on behalf of Tallgrass. Tallgrass must negotiate with the third party. In these instances, Tallgrass will need to purchase Customized Routing and dedicated trunking to differentiate their OS/DA traffic from GTE's.

ARTICLE VII UNBUNDLED NETWORK ELEMENTS

1. General. The purpose of this Article VII is to define the unbundled network elements that may be leased by Tallgrass from GTE. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed with the GTE Customer Guide for Tallgrass Establishment of Services - Resale and Unbundling (the "Guide"). Additional procedures for preordering, ordering, provisioning and billing of unbundled network elements are outlined in Appendix I.
2. Unbundled Network Elements.
 - 2.1 Categories. There are several separate categories of Network Components that shall be provided as unbundled network elements by GTE:
 - (a) Network Interface Device or NID
 - (b) Loop Elements
 - (c) Port and Local Switching Elements
 - (d) Transport Elements
 - (e) Signaling Elements
 - (f) Operator Services and Directory Assistance
 - 2.2 Prices. Individual unbundled network elements and prices are identified on Appendix G attached to this Agreement and made a part hereof, or under the appropriate GTE tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix G.
 - 2.2.1 Reciprocal Compensation Arrangements for Call Termination. Reciprocal compensation arrangements for call termination shall be as provided in Appendix M attached hereto.
 - 2.3 Interconnection to Unbundled Elements. Tallgrass may lease and interconnect to whichever of these unbundled network elements Tallgrass chooses, and subject to technical feasibility, may combine these unbundled elements with any facilities or services that Tallgrass may itself provide subject to the following:
 - 2.3.1 Interconnection shall be achieved via expanded interconnection/collocation arrangements Tallgrass shall maintain at the wire center at which the unbundled services are resident.
 - 2.3.2 Each loop or port element shall be delivered to Tallgrass collocation arrangement over a loop/port connector applicable to the unbundled services as listed on Appendix G.
 - 2.3.3 Tallgrass shall combine unbundled network elements with its own facilities. GTE has no obligation to combine any network elements for Tallgrass. Tallgrass may not combine such network elements to provide solely interexchange service or solely access service to an interexchange carrier.

- 2.4 Service Quality. GTE shall not be responsible for impacts on service attributes, grades of service, etc., resulting from Tallgrass's specific use of or modification to any unbundled network element.
3. Network Interface Device.
- 3.1 Direct Connection. Tallgrass shall be permitted to connect its own Loop directly to GTE's Network Interface Device or NID in cases in which Tallgrass uses its own facilities to provide local service to an end user formerly served by GTE, as long as such direct connection does not adversely affect GTE's network. In order to minimize any such adverse effects, Tallgrass shall follow the procedures in Sections 3.1.1 and 3.1.2 below.
- 3.1.1 When connecting its own loop facility directly to GTE's NID for a residence or business customer, Tallgrass must make a clean cut on the GTE drop wire at the NID so that no bare wire is exposed. Tallgrass shall not remove or disconnect GTE's drop wire from the NID or take any other action that might cause GTE's drop wire to be left lying on the ground.
- 3.1.2 At multi-tenant customer locations, Tallgrass must remove the jumper wire from the distribution block (i.e. the NID) to the GTE cable termination block. If Tallgrass cannot gain access to the cable termination block, Tallgrass must make a clean cut at the closest point to the cable termination block. At Tallgrass's request and discretion, GTE will determine the cable pair to be removed at the NID in multi-tenant locations. Tallgrass will compensate GTE for the trip charge necessary to identify the cable pair to be removed.
- 3.1.3 GTE agrees to offer NIDs for lease to Tallgrass but not for sale. Tallgrass may remove GTE identification from any NID which it connects to a Tallgrass loop, but Tallgrass may not place its own identification on such NID.
- 3.1.4 GTE Loop elements leased by Tallgrass will be required to terminate only on a GTE NID. If Tallgrass leasing a GTE loop wants a Tallgrass NID, they will also be required to lease a GTE NID for the direct loop termination and effect a NID to NID connection.
- 3.2 NID to NID Connection. Rather than connecting its loop directly to GTE's NID, Tallgrass may also elect to install its own NID and effect a NID to NID connection to gain access to the end user's inside wiring.
- 3.2.1 Tallgrass that provides its own loop facilities may elect to move all inside wire terminated on a GTE NID to one provided by Tallgrass. In this instance, a NID to NID connection will not be required. Tallgrass, or the end user premise owner, can elect to leave the GTE disconnected NID in place, or to remove the GTE NID from the premise and dispose of it entirely.
- 3.3 Removal of Cable Pairs. Removal of existing cable pairs required for Tallgrass to terminate service is the responsibility of Tallgrass.
- 3.4 Maintenance. When Tallgrass provides its own loop and connects directly to GTE's NID, GTE does not have the capability to perform remote maintenance. Tallgrass can perform routine maintenance via its loop and inform GTE once the trouble has been isolated to the NID and GTE will repair (or replace) the NID, or, at Tallgrass's option, it can make a NID to NID connection,

using the GTE NID only to gain access to the inside wire at the customer location.

4. Loop Elements.

4.1 Service Description. a "Loop" is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame ("MDF") or functionally comparable piece of equipment in a GTE end office or wire center to a demarcation or connector block in/at a subscriber's premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.

4.2 Categories of Loops. There are six general categories of loops:

4.2.1 "2-wire analog voice grade" loops will support analog transmission of 300-3000 Hz, repeat loop start or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user). This loop is commonly used for local dial tone service;

4.2.2 "4-wire analog voice grade" loops conform to the characteristics of a 2-wire voice grade loop and, in addition, can support the simultaneous independent transmission of information in both directions;

4.2.3 "2-wire digital" loops will support industry standard specifications for digital transmission. Special provisioning (removal of bridge taps and/or load coils) will be required to conform to these industry standards. The price for 2-wire digital loops shall be the price for the basic 2-wire loop plus the loop facility NRC to recover the cost of the special provisioning.

4.2.4 "4-wire digital" loops will support industry standard specifications for digital transmission. Special provisioning (removal of bridge taps and/or load coils) will be required to conform to these industry standards. The price for 4-wire digital loops shall be the price for the basic 4-wire loop plus the loop facility NRC to recover the cost of the special provisioning.

4.2.5 "DS-1" loops will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include span line repeaters where required, office terminating repeaters, and DSX cross connects. Prices for DS-1 grade loops are the prices set forth in the appropriate GTE intrastate special access tariff.

4.2.6 "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end.

4.3 Conditioned Loops. Tallgrass may also require that the loops ordered above be conditioned in order for them to provide the end-user service. Examples of this type of conditioning are: Type C, Type DA, Improved C, Clear Channel, etc. The price for such conditioning of loops shall be the applicable charge as provided in the appropriate GTE intrastate special access tariff or, when applicable, shall be provided pursuant to a Bona Fide Request (? BFR?) as described in Article 8,

Section 1.

4.4 Features, Functions, Attributes.

4.4.1 GTE will not perform routine testing of the unbundled loop for maintenance purposes.

Tallgrass will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. GTE will perform repair and maintenance once trouble is identified by Tallgrass.

4.4.2 All Loop facilities furnished by GTE on the premises of Tallgrass's end users and up to the network interface or functional equivalent are the property of GTE. GTE must have access to all such facilities for network management purposes. GTE employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.

4.4.3 GTE will provide loop transmission characteristics to Tallgrass end users which are equal to those provided to GTE end users.

4.4.4 If Tallgrass leases loops which are conditioned to transmit digital signals, as a part of that conditioning, GTE will test the loop and provide recorded test results to Tallgrass. In maintenance and repair cases, if loop tests are taken, GTE will provide any recorded readings to Tallgrass at time the trouble ticket is closed in the same manner as GTE provides to itself and its end users.

4.5 Digital Loop Carrier. Where GTE utilizes integrated digital loop carrier ("IDLC")¹ technology to provision the Loop element, GTE will take the necessary affirmative steps to provide unbundled Loops. The basic Loop provided will support voice grade services. Loop capabilities beyond voice grade (i.e., ISDN, etc.) will be provided under the terms and conditions, and at the prices indicated in Section 4.3.

4.5.1 GTE will permit Tallgrass to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements Tallgrass maintains at a GTE wire center for the purpose of interconnecting to unbundled Loop elements.

4.6 Unbundled Loop Facility Certification.

4.6.1 Before deploying any service enhancing copper cable technology (e.g., ISDN, etc.) over unbundled 2-wire analog voice grade loops leased from GTE, Tallgrass shall notify GTE of such intentions to enable GTE to assess the loop transport facilities to determine whether there are any existing copper cable loop transport technologies (e.g., analog carrier, etc.) deployed within the same cable sheath that would be interfered with if Tallgrass deployed the proposed service enhancing copper cable technology. If there are existing copper cable loop transport technologies already deployed within the same cable sheath, or if GTE already has existing near term (within 18 months of the date of facility certification) plans to deploy copper cable loop transport technologies that would be interfered with as described

¹ See Bellcore TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

above, GTE will so inform Tallgrass and Tallgrass shall not be permitted to deploy such service enhancing copper cable technologies. GTE will charge Tallgrass the applicable engineering time and labor costs to perform the certification.

- 4.6.2 If Tallgrass fails to notify GTE of its plans to deploy service enhancing copper cable technology and obtain prior certification from GTE of the facilities, if Tallgrass's deployment of such technology is determined to have caused interference with existing or planned copper cable loop transport technologies deployed by GTE in the same cable sheath, Tallgrass will immediately remove such service enhancing copper cable technology and shall reimburse GTE for all incurred expense related to this interference.

4.7 Unbundled Loop Facility Notification.

- 4.7.1 GTE reserves the right to deploy within its network at its sole discretion any and all copper cable loop transport technologies. If GTE plans to deploy copper cable loop transport technology within a cable sheath in which such technology was not previously deployed, GTE will provide notice to Tallgrass of such planned deployment, indicating all service enhancing copper cable technologies that would cause interference with the technology to be deployed, or that would be interfered with by the deployment of such technology. Such notice will be provided at least ninety (90) Business Days in advance of the planned deployment. If Tallgrass has deployed any technologies within the same cable sheath that would interfere with, or be interfered with, by the technology GTE plans to deploy, the parties will work together to resolve the situation.

4.8 Subloops.

- 4.8.1 GTE will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a Bona Fide Request ("BFR").
- 4.8.2 GTE will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by GTE and Tallgrass.
- 4.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by GTE and Tallgrass. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.
- 4.8.4 GTE will provide loop transmission characteristics as specified in Section 4.4.3 herein.

5. Port and Local Switching Elements.

- 5.1 Port. Port is an unbundled component of Exchange Service that provides for the interconnection of individual loops or trunks to the switching components of GTE's network. In general, it is a line card or trunk card and associated peripheral equipment on GTE end office switch that serves as the hardware termination for the end user's Exchange Service on that switch and generates dial tone and provides the end user access to the public switched telecommunications network. The port does not include features and functions which are provided as part of Local Switching. Each line-side port is typically associated with one (or more) telephone number(s), which serve as the end user's network address.

- 5.2 Ports Available as Unbundled Network Elements. There are four types of Ports available as unbundled network elements;
- 5.2.1 "2-wire analog line" Port is a line side switch connection employed to provide basic residential and business type Exchange Service.
- 5.2.2 "2-wire ISDN digital line" Port is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.
- 5.2.3 "DS-1 digital trunk" Port is a direct inward dialing (DID) trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk type Exchange Services.
- 5.2.4 "4-wire ISDN digital DS-1 trunk" Port is a Primary Rate Interface (PRI) trunk side switch connection employed to provide the ISDN Exchange Services
- 5.3 Port Prices. Prices for 2-wire analog and DS-1 Ports are listed in Appendix G. 2-wire ISDN line side Ports and 4-wire ISDN trunk side Ports shall be provided at a price agreed to by the Parties.
- 5.4 Local Switching. Local switching provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. Vertical features are optional services provided through software programming in the switch which can be added on a per-feature basis with applicable rate. GTE will offer only those features and functions currently available to the particular platform used (e.g., DMS, 5ESS, GTD5). Any feature or function which is not available, but the switch is capable of providing, may be requested via the BFR process. Tallgrass will be responsible for bearing any costs incurred by GTE in making such feature/function available, including Right-to-Use (RTU) fees. The rates for Local Switching and Vertical Features are listed in Appendix G.
- 5.4.1 Tallgrass must purchase Local Switching with the line-side Port or trunk-side Port, if applicable.
- 5.5 Compliance with Section 2.3. Tallgrass shall only order unbundled elements in accordance with Section 2.3 herein and it will be the responsibility of Tallgrass to make arrangements for the delivery of interexchange traffic and routing of traffic over interoffice transmission facilities, if applicable.
6. Transport Facility.
- 6.1 Service Description. Transport is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or functionally comparable piece of equipment in a GTE end office or access tandem to either (i) another MDF or functionally comparable piece of equipment in a GTE end office or access tandem, or (ii) a meet point with transport facilities of Tallgrass or another carrier. Transport may be provided over a variety of media, including, but not limited to, copper cables, radio frequencies or channels on a high capacity facility.
- 6.1.1 Tandem Switching Capability. GTE will provide tandem switching capability at GTE access tandems for traffic between Tallgrass and GTE end offices subtending the GTE access tandem and for traffic between Tallgrass and non-GTE end offices subtending GTE access tandems. GTE will provide the features and functions that are centralized in tandem switches including but not limited to call recording, the

routing of calls to operator services when technically feasible, and signaling conversion features.

- 6.2 Categories/Types. Unbundled transport is provided under rates, terms and conditions of the applicable GTE access tariff or local private line tariff.
7. SS7 Transport and Signaling. SS7 signaling and transport services in support of Tallgrass's local exchange services shall be provided in accordance with the terms and conditions of Appendix I attached to this Agreement and made a part hereof.
 - 7.1 GTE will provide interconnection with its SS7 at the STPs but not at other points.
8. LIDB Services. Access to GTE's LIDB shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
9. Database 800-Type Services. Access to GTE's 800-Type database (i.e., 888, 877) shall be provided in accordance with the rates, terms and conditions of GTE's switched access tariff, GTOC Tariff FCC No. 1, Section 8.
10. Data Switching.
 - 10.1 Access. GTE will provide unbundled access to GTE data switches to Tallgrass at the user network interface ("UNI") and network to network interface ("NNI") level subject to a Bona Fide Request (BFR) and the parties mutual agreement on technical standards.
 - 10.2 Nondiscrimination. Data switching features and functionalities provided to Tallgrass will be without discrimination with respect to the way GTE provides them to GTE end users. In the event of overflow or congestion conditions on the data switching network, Tallgrass's data traffic carried on GTE facilities will be equal priority to GTE data traffic.
 - 10.3 Testing, Monitoring, Administration and Maintenance. Testing, monitoring, administration and maintenance will be performed by GTE in a nondiscriminatory manner.
11. Operator Services (OS) and Directory Assistance (DA). GTE will provide OS and DA to Tallgrass in accordance with the terms set forth as follows:
 - 11.0.1 When OS and DA is to be provided for calls that originate from an unbundled Port with Local Switching, as provided herein, and neither branding nor unbranding is requested, Tallgrass's calls will access GTE's DA and/or OS platform and will be processed in the same manner as GTE calls but will be rated at the resale rate.
 - 11.0.2 When OS and DA is to be provided for calls that originate from an unbundled Port with Local Switching, as provided herein, and either branding or unbranding is requested, GTE will provide such unbranding or rebranding on a switch-by-switch basis, subject to capability and capacity limitations where Customized Routing is currently available. Upon receipt of an order for unbranding or rebranding, GTE will implement within 90 Business Days when technically capable.
 - 11.0.3 For those offices that Tallgrass has requested GTE to rebrand and/or unbrand OS and DA, GTE will provide such rebranding and/or unbranding where GTE performs its

own OS and DA service subject to capability and capacity limitations where Customized Routing is available. If GTE uses a third party contractor to provide OS or DA, GTE will not provide branding or unbranding, nor will GTE negotiate with a third party on behalf of Tallgrass. Tallgrass must negotiate with the third party and purchase Customized Routing and dedicated trunking to differentiate Tallgrass's OS/DA traffic from GTE's OS/DA traffic.

11.04 Tallgrass will be billed an element charge for OS and DA and a charge for unbranding or rebranding and Customized Routing as set forth in Section 11.1.2. In addition, charges specified in Section 11.1.4 will apply.

11.1 Customized Routing. Where technically feasible and upon receipt of written request from Tallgrass, GTE agrees to provide customized routing for the following types of calls:

0-
0+Local
0+411
1+411
0+HNPA-555-1212 (intraLATA, only when intraLATA presubscription is not available)
1+HNPA-555-1212 (intraLATA, only when intraLATA presubscription is not available)

11.1.1 GTE will provide Tallgrass a list of switches that can provide customized routing using line class codes or similar method (regardless of current capacity limitations). Tallgrass will return a list of these switches ranked in priority order. GTE will return to Tallgrass a schedule for customized routing in the switches with existing capabilities and capacity.

11.1.2 Upon written request from Tallgrass, GTE will provide Tallgrass with applicable charges, and terms and conditions, for providing OS and DA, branding, and Customized Routing.

11.1.3 Subject to the above provisions, GTE will choose the method of implementing customized routing of OS and DA calls.

11.1.4 The use of customized routing will require the purchase of a trunk side port and dedicated facilities between the GTE end office and the designated OS/DA platform. The rates for these elements will be billed in accordance with Appendix G.

12. Advanced Intelligent Network Access (AIN). GTE will provide Tallgrass access to GTE AIN functionality from GTE's AIN SCP via GTE's local switch or Tallgrass's local switch.

13. Nondiscrimination Provision and Support. GTE agrees to provide unbundled network elements in a timely manner considering the need and volume of requests. GTE will provide unbundled network elements in a non-discriminatory manner and shall provide power to such elements on the same basis as GTE provides to itself.

14. Provisioning Intervals. GTE agrees to provide unbundled network elements in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning

intervals.

15. Directory Assistance Listing. When Tallgrass orders an unbundled port, or, an unbundled loop, Tallgrass has the option to submit a Directory Service Request (DSR) to have the listings included in GTE's Directory Assistance database. The applicable ordering charge will be applied for processing the DSR.

ARTICLE VIII
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Bona Fide Request Process.
- 1.1 Intent. The Bona Fide Request process is intended to be used when Tallgrass requests customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as Bona Fide Requests.
- 1.2 Process.
 - 1.2.1 A Bona Fide Request shall be submitted in writing by Tallgrass and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that GTE has sufficient information to analyze and prepare a response.
 - 1.2.2 Tallgrass may cancel a Bona Fide Request in writing at any time prior to Tallgrass and GTE agreeing to price and availability. GTE will then cease analysis of the request.
 - 1.2.3 Within two (2) Business Days of its receipt, GTE shall acknowledge in writing the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
 - 1.2.4 Except under extraordinary circumstances, within ten (10) Business Days of its receipt of a Bona Fide Request, GTE shall provide a proposed price and availability date, or it will provide an explanation as to why GTE elects not to meet Tallgrass's request. If extraordinary circumstances prevail, GTE will inform Tallgrass as soon as it realizes that it cannot meet the ten (10) Business Day response due date. Tallgrass and GTE will then determine a mutually agreeable date for receipt of the request.
 - 1.2.5 Unless Tallgrass agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a Bona Fide Request will be made upon delivery, unless otherwise agreed to by Tallgrass, in accordance with the applicable provisions of the Agreement.
 - 1.2.6 Upon affirmative response from GTE, Tallgrass will submit in writing its acceptance or rejection of GTE's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request GTE agrees to meet, the Dispute resolution procedures described in Article III herein may be used by a Party to reach a resolution.
2. Transfer of Service Announcements. For services other than GTE resold and ported number services, when an end user customer transfers service from one Party to the other Party, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer and will remain in effect for the same time period this service is provided to GTE's own end users. For GTE resold and ported number services, GTE shall provide an intercept referral on behalf of Tallgrass.

3. Misdirected Calls. The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.).
 - 3.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner, at no charge.
 - 3.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end user the correct contact number.
 - 3.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end users or to market services.
4. 911/E911 Arrangements.
 - 4.1 Description of Service. Tallgrass will install a minimum of two (2) dedicated trunks to GTE's 911/E911 selective routers (i.e., 911 tandem offices) that serve the areas in which Tallgrass provides Exchange Services, for the provision of 911/E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multifrequency ("MF") tones that will deliver ANI with the voice portion of the call. GTE will provide Tallgrass with the appropriate CLLI codes and specifications of the tandem office serving area or the location of the primary PSAP when there is no 911 routing in that 911 district. If a Tallgrass central office serves end users in an area served by more than one (1) GTE 911/E911 selective router, Tallgrass will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E911 selective routers or primary PSAP.
 - 4.2 Transport. If Tallgrass desires to obtain transport from GTE to the GTE 911 selective routers, Tallgrass may purchase such transport from GTE at the rates set forth in Appendix H.
 - 4.3 Cooperation and Level of Performance. The Parties agree to provide access to 911/E911 in a manner that is transparent to the end user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of Tallgrass's systems to the 911/E911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users. To this end, GTE will provide documentation to Tallgrass showing the correlation of its rate centers to its E911 tandems at rates set forth in Appendix H.
 - 4.4 Basic 911 and E911 General Requirements:
 - 4.4.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
 - 4.4.2 Where GTE has a 911 selective router installed in the network serving the 911 district, GTE shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the Public Safety Answering Point (PSAP) responsible for the caller's location.
 - 4.4.3 All requirements for E911 also apply to the use of SS7 as a type of signaling used on the

interconnection trunks from the local switch to an end office or a selective router.

- 4.4.4 Basic 911 and E911 functions provided to Tallgrass shall be at least at parity with the support and services that GTE provides to its subscribers for such similar functionality.
- 4.4.5 Basic 911 and E911 access from Local Switching shall be provided to Tallgrass in accordance with the following:
 - 4.4.5.1 GTE and Tallgrass shall conform to all state regulations concerning emergency services.
 - 4.4.5.2 For E911, both Tallgrass and GTE shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via MSAG comparison listed in Section 4.4.5.5.
 - 4.4.5.3 If legally required by the appropriate jurisdiction, GTE shall provide or overflow 911 traffic to be routed to GTE Operator Services or, at Tallgrass's discretion, directly to Tallgrass Operator Services.
 - 4.4.5.4 Basic 911 and E911 access from the Tallgrass local switch shall be provided from GTE to Tallgrass in accordance with the following:
 - 4.4.5.4.1 If required by Tallgrass and technically feasible, GTE shall interconnect direct trunks from the Tallgrass network to the E911 PSAP, or to the E911 selective routers as designated by Tallgrass. Such trunks may alternatively be provided by Tallgrass.
 - 4.4.5.4.2 In government jurisdictions where GTE has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), Tallgrass shall participate in the provision of the 911 System as follows:
 - 4.4.5.4.2.1 Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.
 - 4.4.5.4.2.2 Tallgrass and GTE recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that lead telco. Tallgrass and GTE will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities are covered in Section 4.4.5.5 of this Article.
 - 4.4.5.4.2.3 Tallgrass shall have the right to verify the accuracy of

information regarding Tallgrass customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.

- 4.4.5.4.3 If a Third Party is the primary service provider to a 911 district, Tallgrass shall negotiate separately with such Third Party with regard to the provision of 911 service to the agency. All relations between such Third Party and Tallgrass are totally separate from this Agreement and GTE makes no representations on behalf of the Third Party.
- 4.4.5.4.4 If Tallgrass or Affiliate is the primary service provider to a 911 district, Tallgrass and GTE shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 4.4.5.4.5 Interconnection and database access shall be at rates as set forth in Appendix H.
- 4.4.5.4.6 GTE shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 4.4.5.4.7 In a resale situation, where it may be appropriate for GTE to update the ALI database, GTE shall update such database with Tallgrass data in an interval no less than is experienced by GTE subscribers, or than for other carriers, whichever is faster, at no additional cost.
- 4.4.5.5 The following are Basic 911 and E911 Database Requirements:
 - 4.4.5.5.1 The ALI database shall be managed by GTE, but is the property of GTE and any participating LEC or Tallgrass which provides their records to GTE.
 - 4.4.5.5.2 Copies of the MSAG shall be provided within five (5) business days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix H.
 - 4.4.5.5.3 Tallgrass shall be solely responsible for providing Tallgrass database records to GTE for inclusion in GTE's ALI database on a timely basis.
 - 4.4.5.5.4 GTE and Tallgrass shall arrange for the automated input and periodic updating of the E911 database information related to Tallgrass end users. GTE shall work cooperatively with Tallgrass to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). GTE shall accept electronically transmitted files or magnetic tape that conform to

National Emergency Number Association ("NENA") Version #2 format.

- 4.4.5.5.5 Tallgrass shall assign an E911 database coordinator charged with the responsibility of forwarding Tallgrass end user ALI record information to GTE or via a third-party entity, charged with the responsibility of ALI record transfer. Tallgrass assumes all responsibility for the accuracy of the data that Tallgrass provides to GTE.
- 4.4.5.5.6 GTE shall update the database within one (1) business day of receiving the data from Tallgrass. If GTE detects an error in the Tallgrass provided data, the data shall be returned to Tallgrass within one day from when it was provided to GTE. Tallgrass shall respond to requests from GTE to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 4.4.5.5.7 GTE agrees to treat all data on Tallgrass subscribers provided under this Agreement as strictly confidential and to use data on Tallgrass subscribers only for the purpose of providing E911 services.
- 4.4.5.5.8 GTE shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from Tallgrass. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for Tallgrass is "Tallgrass"; the NENA Carrier Code for GTE is ? GTE.?
- 4.4.5.6 GTE and Tallgrass will comply with the following requirements for network performance, maintenance and trouble notification.
 - 4.4.5.6.1 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by GTE for trunks between the selective router and all associated PSAPs.
 - 4.4.5.6.2 Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.
 - 4.4.5.6.3 GTE shall notify Tallgrass forty-eight (48) hours in advance of any scheduled testing or maintenance affecting Tallgrass 911 service. GTE shall provide notification as soon as possible of any unscheduled outage affecting Tallgrass 911 service.
 - 4.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for

the Deaf ("TTY/TDDs").

4.4.5.7 Basic 911 and E911 Additional Requirements

- 4.4.5.7.1 All Tallgrass lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Where GTE is the lead telco and provides the ALI, the ALI record will contain both the Tallgrass number and GTE ported number. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. GTE shall cooperate with Tallgrass to ensure that 911 service is fully available to all Tallgrass end users whose telephone numbers have been ported from GTE, consistent with State provisions.
- 4.4.5.7.2 Tallgrass and GTE shall be responsible for reporting all errors, defects and malfunctions to one another. GTE and Tallgrass shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.
- 4.4.5.7.3 Tallgrass may enter into subcontracts with third parties, including Tallgrass Affiliates, for the performance of any of Tallgrass's duties and obligations stated herein.
- 4.4.5.7.4 Where GTE is the lead telco, GTE shall provide Tallgrass with notification of any pending selective router moves within at least ninety (90) days in advance..
- 4.4.5.7.5 Where GTE is the lead telco, GTE shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.
- 4.4.5.7.6 Where GTE is the lead telco, GTE shall provide the ability for Tallgrass to update 911 database with end user information for lines that have been ported via INP or LNP.

4.4.6 Basic 911 and E911 Information Exchanges and interfaces. Where GTE is the lead telco:

- 4.4.6.1 GTE shall provide Tallgrass access to the ALI Gateway which interfaces to the ALI/DMS database. GTE shall provide error reports from the ALI/DMS database to Tallgrass within one (1) day after Tallgrass inputs information into the ALI/DMS database. Alternately, Tallgrass may utilize GTE or a Third Party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. The rates are set forth in Appendix H.
- 4.4.6.2 GTE and Tallgrass shall arrange for the automated input and periodic updating of the E911 database information related to Tallgrass end users. GTE shall

work cooperatively with Tallgrass to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide ("MSAG"). GTE shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 format.

4.4.6.3 Updates to MSAG. Upon receipt of an error recording an Tallgrass subscriber's address from GTE, and where GTE is the lead telco, it shall be the responsibility of Tallgrass to ensure that the address of each of its end users is included in the Master Street Address Guide ("MSAG") via information provided on Tallgrass's Local Service Request ("LSR") or via a separate feed established by Tallgrass pursuant to Section 4.4.5.7 of this Article.

4.4.6.4 The ALI database shall be managed by GTE, but is the property of GTE and all participating telephone companies. The interface between the E911 Switch or Tandem and the ALI/DMS database for Tallgrass subscriber shall meet industry standards.

4.5 Compensation.

4.5.1 In situations in which GTE is responsible for maintenance of the 911/E911 database and can be compensated for maintaining Tallgrass's information by the municipality, GTE will seek such compensation from the municipality. GTE will seek compensation from Tallgrass only if, and to the extent, that GTE is unable to obtain such compensation from the municipality. GTE shall charge Tallgrass a portion of the cost of the shared 911/E911 selective router as set forth in Appendix H.

4.5.2 For states where GTE bills and keeps the 9-1-1 surcharges, that is, Hawaii, Ohio, and Michigan's Technical Surcharge, Tallgrass will bill its access line subscribers the 9-1-1 surcharge that is currently in effect in (list the 9-1-1 district and state) and remit that charge to GTE. Payments to GTE are due within 30 days of Tallgrass's payment due date from its access line subscribers and will be identified as "9-1-1 Surcharge Payment for the month of _____" as a separate line item in the remittance documentation.

4.5.3 For all states (except Hawaii and Ohio), including Michigan's Operational Surcharge, where GTE bills and remits the 9-1-1 surcharges, less an administrative fee of one to three percent, to the 9-1-1 district, Tallgrass will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to that government agency. GTE will have no responsibility in billings or remitting surcharges that apply to Tallgrass's access line subscribers.

4.5.4 Should the 9-1-1 surcharge fee change, GTE will promptly inform Tallgrass of that change so that Tallgrass may conform to the new rate(s).

4.6 Liability. GTE will not be liable for errors with respect to 911/E911 services except for its gross negligence as addressed in applicable tariffs.

5. Information Services Traffic.
- 5.1 Routing. Each Party shall route traffic for Information Services (i.e. 900-976, Internet, weather lines, sports providers, etc.) which originates on its network to the appropriate Information Service Platform.
- 5.2 Billing and Collection and Information Service Provider (ISP) Remuneration.
- 5.2.1 In the event GTE performs switching of ISP traffic associated with resale or unbundled network elements for Tallgrass, GTE shall provide to Tallgrass GTE's standard call detail records so as to allow Tallgrass to bill its end users. GTE shall not be responsible or liable to Tallgrass or ISP for Billing and Collection and/or any receivables of Information Service Providers.
- 5.2.2 Notwithstanding and in addition to Article III, Section 24, GTE shall be indemnified and held harmless by CLEC from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation and court cost which may arise as a result of the provisions contained in this Article VIII, Section 5.2.1 supra. The indemnity contained in this section shall survive the termination of this Agreement, for whatever reason.
- 5.2.3 GTE agrees to notify Tallgrass in writing within ten (10) working days, by registered or certified mail at the address specified in Article III, Section 28, of any claim made against GTE on the obligations indemnified against pursuant to this Article VIII, Section 5.
- 5.2.4 It is understood and agreed that the indemnity provided for in this Article VIII, Section 5 is to be interpreted and enforced so as to provide indemnification of liability to GTE to the fullest extent now or hereafter permitted by law.
- 5.3 900-976 Call Blocking. GTE shall not unilaterally block 900-976 traffic in which GTE performs switching associated with resale or unbundled network elements. GTE will block 900-976 traffic when requested to do so, in writing, by Tallgrass. Tallgrass shall be responsible for all cost associated with the 900-976 call blocking request. GTE reserves the right to block any and all calls which may harm or damage its network.
- 5.4 Miscellaneous. GTE reserves the right to provide to any Information Service Provider a list of any and all Telecommunications Providers doing business with GTE.
6. Telephone Relay Service. Local and intraLATA Telephone Relay Service ("TRS") enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold services, Tallgrass's end users will have access to the state authorized TRS provider to the extent required by the Commission, including any applicable compensation surcharges.
7. Directory Assistance (DA) and Operator Services (OS). Where Tallgrass is providing local service with its own switch, upon Tallgrass's request GTE will provide to Tallgrass rebranded or unbranded directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties. If Tallgrass so requests directory assistance services and/or operator services, such contracts shall provide for the following:
- 7.1 Directory Assistance Calls. GTE directory assistance centers shall provide number and

addresses to Tallgrass end users in the same manner that number and addresses are provided to GTE end users. If information is provided by an automated response unit ("ARU"), such information shall be repeated twice in the same manner in which it is provided to GTE end users. Where available, GTE will provide call completion to Tallgrass end users in the same manner that call completion is provided to GTE end users. GTE will provide its existing services to Tallgrass end users consistent with the service provided to GTE end users.

7.2 Operator Services Calls. GTE operator services provided to Tallgrass end users shall be provided in the same manner GTE operator services are provided to GTE end users. In accordance with GTE practices and at GTE rates, GTE will offer to Tallgrass end users collect, person-to-person, station-to-station calling, Third Party billing, emergency call assistance, calling card services, credit for calls, time and charges, notification of the length of call, and real time rating. GTE operators shall also have the ability to quote Tallgrass rates upon request but only if there is appropriate cost recovery to GTE and to the extent it can be provided within the technical limitations of GTE's switches. GTE will provide its existing services to Tallgrass end users consistent with the service GTE provides to its own end users.

8. Directory Assistance Listings Information. GTE will make available to Tallgrass, at Tallgrass's request, GTE end user and authorized CLEC directory assistance listing information stored in GTE's DA database for the purposes of Tallgrass providing directory assistance service to its local customers.

8.1 Directory Assistance Listing Information is the listed names, addresses and telephone numbers of GTE and authorized CLEC subscribers. Excluded are listings for restricted CLEC lines. GTE directory assistance listing information includes 800/888 listings, non-listed numbers and foreign listings within the GTE franchise. GTE will also provide non-published listings subject to the following limitations:

8.1.1 GTE will provide the name and address for non-published listings along with a non-published indicator. GTE may also provide the full ten (10) digit telephone number on an interim basis only, until GTE, in its sole discretion, modifies its systems to preclude the delivery of the non-published telephone number. Following such modification, Tallgrass understands that the non-published telephone numbers will no longer be available.

8.1.2 Tallgrass agrees to defend, hold harmless and indemnify GTE against any claims, damages or liabilities arising out of any complaint, suit or other action brought by third parties relating to the release by Tallgrass of any non-published customer names, addresses or numbers.

8.2 GTE shall provide to Tallgrass, at Tallgrass's request, directory assistance listing information within sixty (60) Business Days after an order is received for that specific state. The DA listing information will be provided in GTE format via magnetic tape or National Data Mover (NDM) as specified by Tallgrass. Updates to the DA listing information shall be provided on a daily basis through the same means used to transmit the initial load. DA listing information provided shall indicate whether the customer is a residence or business customer. The rates to be paid by Tallgrass to GTE for the initial load and daily updates will be provided to Tallgrass after the signing of this Agreement, upon request.

8.2.1 Such listings shall be Confidential Information under this Agreement and Tallgrass will use the listings only for its directory assistance services to its end users.

8.2.2 If Tallgrass uses a third party directory assistance service to its end users, Tallgrass will ensure under this that such third party likewise treats the listings as Confidential Information Agreement, and uses them only for Tallgrass directory assistance.

8.3 The Parties will not release DA Listing Information that includes the other Party's end user information to third parties without the other Party's written approval. The other Party will inform the Releasing Party if it desires to have the Releasing Party provide the other Party's DA Listing Information to the third party, in which case, the Releasing Party shall provide the other Party's DA Listing Information at the same time as the Releasing Party provides the Releasing Party's DA Listing Information to the third party. The rate to be paid by the Releasing Party to the other Party shall be no more than the direct costs of compiling such information. The other Party shall be responsible for billing the third party.

8.4 The Parties will work together to identify and develop procedures for database error corrections.

9. Directory Listings and Directory Distribution. Tallgrass will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with GTE's directory publication company.
Listings. Tallgrass agrees to supply GTE on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listing information for Tallgrass's subscribers who wish to be listed in any GTE published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require GTE to publish a directory where it would not otherwise do so.

Listing inclusion in a given directory will be in accordance with GTE's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as GTE's listings.

Distribution. Upon directory publication, GTE will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge.

Tallgrass will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

10. Busy Line Verification and Busy Line Verification Interrupt. Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users. Each Party shall route BLV and BLVI inquiries over separate inward operator services trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in Appendix F, or if there is no applicable rate listed in Appendix F, at the rates in their respective tariffs.

11. SAG. GTE will provide to Tallgrass upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG which lists all services and features at all LSOs, and lists services and features that are available in a specific LSO.

12. Dialing Format Changes. GTE will provide reasonable notification to Tallgrass of changes to local dialing format, *i.e.*, 7 to 10 digit, by end office.
13. Operational Support Systems (OSS). GTE shall provide OSS functions to Tallgrass for ordering, provisioning and billing that are generally available as described in Appendix I attached to this Agreement. Tallgrass shall pay GTE for access to GTE's OSS functions consistent with processes defined in Appendix I.

ARTICLE IX COLLOCATION

1. Physical Collocation. GTE shall provide to Tallgrass physical collocation of equipment pursuant to 47 CFR ? 51.323 necessary for interconnection or for access to unbundled network elements, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. GTE will work with Tallgrass to install collocation arrangements within 120 calendar days absent extenuating circumstances, GTE will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable federal and state EIS tariffs.
- 1.1 Space Planning. In addition to such provisions for space planning and reservation as may be set forth in the applicable GTE federal and state EIS tariffs, the parties agree to the following terms and conditions.
 - 1.1.1 GTE has the right to reserve space within its central offices for its own use based on a 5-year planning horizon.
 - 1.1.2 GTE will notify Tallgrass if it plans to build an addition to a central office where Tallgrass has collocated facilities, if such addition would result in a material increase of space available for collocation.
 - 1.1.3 Should Tallgrass submit to GTE a two-year forecast for space planning for collocated facilities in a central office, GTE will, in good faith, consider and discuss such forecast with Tallgrass when considering space planning or utilization decisions for such central office; provided, however that any final space planning or utilization decision shall be made by GTE in its sole discretion in light of GTE requirements.
 - 1.1.4 Subject to technical feasibility and space limitations, GTE will make available at applicable federal and state EIS tariffs such intraoffice facilities as may be necessary to accommodate projected volumes of Tallgrass traffic.
- 1.2 Connection to Customer Loops and Ports. Facilities for cross-connection to unbundled loops and ports shall be provided under the applicable GTE federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such cross-connection is filed.
- 1.3 Connection to Other Collocated Carriers. Subject to technical feasibility and space limitations, Tallgrass may interconnect with other carriers collocated at a GTE central office at which Tallgrass has collocated facilities; provided, however, that Tallgrass and such other carriers must be collocated at the GTE central office for the primary purpose of interconnecting with GTE or accessing GTE's unbundled network elements. If Tallgrass wants to interconnect with other carriers collocated at a GTE central office, Tallgrass must provide GTE with thirty Business Days' prior written notice, during which time GTE may elect to provide the facilities necessary to accomplish such interconnection. Tallgrass and the other collocated carriers may provide the necessary interconnection facilities only if GTE elects not to provide such facilities or fails to so elect within the thirty day notice period. If GTE elects to provide interconnection facilities under this section, GTE will provide this cross connection under the GTE federal tariff for Special

Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed.

- 1.4 Choice of Vendor. Tallgrass may use the vendor of its choice to install, maintain and repair equipment within Tallgrass's collocated space. Access by the employees, agents or contractors of such vendor shall be subject to the same restrictions on access by employees, agents or contractors of Tallgrass imposed under the applicable GTE federal and state EIS tariffs, including but not limited to certification and approval by GTE.
- 1.5 Monitoring. Subject to technical feasibility and space limitations, Tallgrass may extend its own facilities for remote monitoring of its collocated equipment to its collocated space. Tallgrass may request that GTE provide the facilities necessary for such remote monitoring, at which time GTE and Tallgrass will negotiate in good faith the price, terms and conditions of remote monitoring by GTE.
- 1.6 Phone Service. Upon ordering collocated space, Tallgrass may order that its collocation cage be provided with plain old telephone service (POTS) commencing at such time as GTE has completed construction of the collocated space. Tallgrass shall pay separately for any ordered POTS service.
- 1.7 Intraoffice Diversity. At Tallgrass's request, GTE will provide diversity for ingress/egress fiber and power cables where such diversity is available and subject to technical feasibility and space limitations.
- 1.8 Tallgrass Proprietary Information. GTE will protect all Tallgrass proprietary information to the extent required under non-disclosure agreements existing as of the date GTE completes construction of a physical collocation space at Tallgrass's request.
- 1.9 Notification of Modifications. GTE will notify Tallgrass of modifications to collocation space in accord with the terms of applicable GTE state and federal EIS tariffs. Additionally, GTE shall notify Tallgrass when major upgrades are made to the power plants supporting Tallgrass's collocation space. The following shall constitute such major upgrades:
 - (a) replacement of a rectifier;
 - (b) addition or replacement of a new fusing module;
 - (c) addition or replacement of a power distribution unit frame; or
 - (d) addition or replacement of modular rectifiers.
- 1.10 Drawings. When Tallgrass orders collocated space, GTE and Tallgrass will hold a GTE/Customer meeting in accord with applicable GTE state and federal EIS tariffs. At such meeting, GTE will provide such drawings of GTE's central office facility as may be necessary to adequately depict Tallgrass's proposed collocation space.
- 1.11 Construction of Space. GTE will construct Tallgrass's collocation space in accord with the terms and conditions set forth in the applicable GTE state and federal EIS tariff. Additionally, GTE agrees to the following terms and conditions regarding construction of collocated space:

- 1.11.1 Space will be constructed in 100 square foot increments, and shall be designed so as to prevent unauthorized access.
- 1.11.2 a standard 100 square foot cage shall have the following standard features:
- (a) eight-foot high, nine gauge chain link panels;
 - (b) three of the panels listed at (a) above shall measure eight by ten feet, the fourth panel shall measure eight by seven feet;
 - (c) the door to the cage shall measure eight by three feet and shall also consist of nine gauge chain link;
 - (d) the cage shall be provided with one padlock set, with GTE retaining one master key;
 - (e) one ac electrical outlet;
 - (f) one charger circuit system;
 - (g) one electrical sub-panel;
 - (h) such additional lighting as may be necessary;
 - (i) one fire detection requirement evaluation;
 - (j) grounding for the cage consistent with COEI.
- 1.11.3 Modifications to the standard configuration set forth in Section 1.11.2 can be made on an individual case basis. If modifications are agreed upon and made by the Parties, GTE will work with Tallgrass to implement such additional modifications as may be necessary to ensure that Tallgrass's collocated space is protected from unauthorized access.
- 1.11.4 At such time as construction of Tallgrass's collocation space is approximately 50 percent completed, GTE will give Tallgrass notification, and such notification shall include scheduled completion and turnover dates.
- 1.11.5 Upon completion of construction of collocated space, GTE will conduct a walk through of the collocated space with Tallgrass. Should Tallgrass note any deviations from the plan agreed upon by GTE and Tallgrass at the customer meeting, and if such deviations were not requested by Tallgrass or not required by law, GTE shall correct such deviations at its own expense within 5 Business Days.
- 1.12 Connection Equipment. Tallgrass may provision equipment for the connection of Tallgrass termination equipment to GTE equipment using either of the following methods:
- 1.12.1 Tallgrass may extend an electrical or optical cable from the terminal within Tallgrass's collocation cage and terminate that cable at GTE's network.

- 1.12.2 Tallgrass may install a patch panel within its collocation cage and then hand the cabling to GTE to extend to and have GTE terminate that cable at GTE's network.
- 1.13 Access to Tallgrass Collocation Space. The terms and conditions of access to Tallgrass's collocation space shall be as set forth in applicable GTE state and federal EIS tariffs. Additionally, GTE agrees that the following terms and conditions shall apply to access:
- 1.13.1 GTE shall implement adequate measures to control access to collocation cages.
- 1.13.2 Collocation space shall comply with all applicable fire and safety codes.
- 1.13.3 Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring Tallgrass collocation space provided by GTE shall also be connected to a manned site. Tallgrass may, at its option, provide its own intrusion alarms for its collocated space.
- 1.13.4 GTE shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.
- 1.13.5 GTE shall establish procedures for access to collocation cages by GTE and non-GTE emergency personnel, and shall not allow access by security guards unless such access comports with this section and is otherwise allowed under applicable GTE state and federal EIS tariffs.
- 1.13.6 GTE shall retain a master key to Tallgrass's collocation space for use only in event of emergency as detailed in applicable GTE state and federal tariffs. At Tallgrass's option, the Parties shall review key control procedures no more frequently than once in any twelve month period. At any time, Tallgrass may elect to change keys if it suspects key control has been lost, provided, however, that GTE will be provided with a master key in accord with this section.
- 1.13.7 Not more frequently than once a year, Tallgrass may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space. Access by personnel necessary to conduct such an audit shall be limited as set forth in applicable GTE state and federal EIS tariffs. Should Tallgrass identify deficiencies in security and access procedures and equipment as a result of such audit, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the parties.
2. Virtual Collocation. Subject to Section 1 of this Article IX, GTE will provide virtual collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable GTE federal and state EIS tariffs. In addition, GTE agrees that the terms and conditions set forth in this Section 2 of this Article IX, shall apply to virtual collocation provided to Tallgrass.
- 2.1 Existing Virtual Collocation. If, on the effective date of this Agreement, Tallgrass is virtually collocated in a GTE premise, Tallgrass may (i) elect to retain its virtual collocation arrangement in that premise or (ii) unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation arrangement at that premise to physical collocation. If Tallgrass elects the latter option, Tallgrass's request shall be treated as a new physical collocation request and Tallgrass shall pay GTE at the applicable tariff rates for construction and rearrangement of

Tallgrass's equipment as well as all applicable tariffed physical collocation recurring charges.

- 2.2 Conversion from Physical to Virtual. Unless it is not practical for technical reasons or because of space limitations, Tallgrass may convert a physical collocation arrangement to a virtual collocation arrangement. Tallgrass's request to do so shall be treated as a new virtual collocation request and Tallgrass shall pay GTE at the applicable tariff rates for construction and rearrangement of Tallgrass's equipment as well as all applicable tariffed virtual collocation recurring charges. If Tallgrass elects to change to a virtual collocation arrangement pursuant to this section, GTE will not refund previous payments for physical collocation received from Tallgrass.
- 2.3 Vendors. Choice of vendors for equipment used for virtual collocation shall be under the terms and conditions set forth in the applicable GTE federal and state EIS tariff. Upon request by Tallgrass, GTE shall provide a list of locally qualified vendors approved for the type of equipment to be collocated.
- 2.4 Inspection. Upon provision of virtual collocation by GTE, the Parties shall agree on a mutually acceptable schedule whereby Tallgrass may inspect the equipment in its virtual collocation space.

ARTICLE X
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent required by the Act, GTE and Tallgrass shall each afford to the other access to the poles, ducts, conduits and rights of way it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Parties tariffs and/or standard agreements. Accordingly, GTE and Tallgrass shall execute pole attachment and conduit occupancy agreements in the form set forth in Appendices I and J.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

GTE NORTH INCORPORATED

By_____

Name_____

Title_____

Date_____

TALLGRASS COMMUNICATIONS, INC.

By_____

Name_____

Title_____

Date_____

APPENDIX A GTE MEASURES OF QUALITY (MOQ)

Pursuant to Article III of this Agreement, the following terms and conditions shall apply regarding the Measures of Quality set forth in this Appendix A. The Parties recognize that these Measures of Quality are new and evolving, and as further evolution is made by GTE, the parties will discuss the changed procedures, including new standard processes and procedures, if any, for the purpose of applying them to and incorporating them in this Agreement.

GTE's Measures of Quality (MOQ) as set forth in this Appendix implement standards to measure the quality of services supplied by GTE with respect to pre-ordering, order/provisioning, maintenance and billing that is equivalent in equality to what GTE provides to itself. GTE's MOQs contain measures for both GTE and Tallgrass with the measures for Tallgrass being considered an essential element for GTE meeting customer expectations.

GTE's MOQs are conditioned upon a 150 order per month minimum requirement as described below for Service Units, as a threshold for providing Financial Incentives for certain MOQ. The 150 order per month requirement for Service Units was developed to provide a statistically valid sample size to measure GTE's performance for Tallgrass in relationship to the level of performance GTE provides to its own customers. Service Units are defined to include unbundled loops, unbundled ports, resold local service lines, INP ported numbers, and interconnection trunks.

GTE will begin recording of performance data in the first full month in which it receives the first official order from Tallgrass. GTE's report of Measures of Quality to Tallgrass, however, will begin after 6 months of data recording; i.e., for data recorded in the seventh full month. Each month's report will then be reported as a rolling 3-month result (i.e., July's report will actually include May, June, July data). The calculation of Tallgrass performance will be based on this 3 month rolling average of actual performance unless otherwise specified.

Reporting will be available monthly, or at a longer interval, as requested by Tallgrass. The details of report delivery shall be agreed upon between Tallgrass and the appropriate GTE Account Management group.

Forecasting Performance Measurement - GTE's MOQs are conditioned upon the requirement, as described more fully below, that Tallgrass submit timely and accurate forecasts. The Forecasting MOQ includes provisions that measure the accuracy of Tallgrass's forecast by comparing forecasted Service Units to ordered Service Units for the same period.

Tallgrass shall furnish a quarterly forecast of service order volumes and quantities of resold local services, unbundled network elements, and interconnection trunks on a State-wide basis, identifying these volumes/quantities by month, for each month included in the quarter. These forecasts shall be received by GTE at least one month before the beginning of the quarter covered by the forecast. Should the first month of the next quarterly forecast be greater than ten (10%) percent of the last month of the current quarterly forecast, Tallgrass shall notify GTE promptly of the increased order volume. Notification shall be made to the appropriate GTE Account Management group in order to allow sufficient "lead time" to ensure staffing levels are available to support the increased order volumes.

Tallgrass must agree to comply with the requirements of the Forecasting MOQ as the basis for the

application of Financial Incentives described below. If Tallgrass chooses not to comply with the Forecasting MOQ, Financial Incentives will not apply. For purposes of applying Financial Incentives the accuracy of forecasts will be determined at the state level.

The measurement and reporting of GTE's MOQs will still be made available as stated above regardless of Tallgrass's election for the Forecasting MOQ.

Financial Incentives - When Tallgrass agrees to the Forecasting MOQ described above, Financial Incentives will begin concurrently with reporting of individual Tallgrass performance data except as specified below for the Pre-Ordering/Ordering/Provisioning and Interconnection MOQ.

Financial Incentives will apply to Maintenance/Repair MOQs without restriction other than Tallgrass's participation in the Forecasting MOQ.

Financial Incentives will apply to Pre-Ordering/Ordering/Provisioning and Interconnection MOQs subject to Tallgrass's participation in the Forecasting MOQ and the required per month ordering threshold. Tallgrass must place a 150 orders per month minimum for Service Units, by state, for three (3) consecutive months (hereafter the "150-order requirement"). Once Tallgrass's order volume reaches the "150-order requirement", a ninety (90) day grace period will begin wherein data will be accumulated and reviewed. At the end of that ninety (90) day grace period, applicable Financial Incentives shall apply. The three (3) consecutive months and the subsequent ninety (90) day grace period may be concurrent with all or part of the beginning six (6) month period after recording of official data begins, between initial order activity and the implementation of performance reporting (i.e., month 7 data).

For purposes of applying Financial Incentives to the Forecasting MOQ, if Tallgrass's actual order activity for Service Units in a given month is below the forecast for that month by more than 10%, Financial Incentives will apply only to the incremental Service Units that were forecasted but not ordered; i.e., the difference between the actual quantity ordered and the quantity which reflects the forecast less 10%.

For purposes of applying Financial Incentives to the Pre-ordering/Ordering/Provisioning and Interconnection MOQ, if Tallgrass's actual order activity for Service Units in a given month exceeds the forecast for that month by more than 10%, Financial Incentives will not apply.

Average Non-Recurring Charges - The averages are calculated by dividing the sum of all non-recurring charges applied to service orders issued by Tallgrass to GTE by the total number of orders or the total number of Service Units ordered. These calculations will be made by service activity and service category: Business (Single/Multi-line, Centranet, PBX, Trunks), Residence, etc.. The average Non-Recurring Charges will be separately calculated for field work and non-field work orders. These averages and a weighting factor for field and non-field work will be calculated during a study period to be mutually agreed between the Parties. The initial average Non-Recurring Charge calculation will occur within three (3) months of Tallgrass's initial issuance of official orders. The average Non-Recurring Charge shall be recalculated annually as mutually agreed between the Parties.

Average Recurring Charges - The averages are calculated by dividing the sum of all recurring charges applied to service orders issued by Tallgrass to GTE by the total number of orders or Service Units ordered. These averages will be calculated during a study period to be mutually agreed between the Parties. These calculations will be made by service activity and service category, Business, Residence, etc. The initial average Recurring Charge calculation will occur within three (3) months of Tallgrass's initial issuance of official orders. The average Recurring Charges shall be recalculated annually as mutually agreed between the Parties.

GTE Measures of Quality (MOQ) with Financial Incentives

PRE-ORDERING/ORDERING/PROVISIONING

| Issue No. | Obligation | Data Level | Measures of Quality (MOQ) | Quality Standard | Financial Incentive |
|-----------|------------|------------|--|--|--|
| 1 | GTE | National | Prompt transmission of Customer Service Record (CSR) Information | 85% of CSR's sent to Tallgrass by the close of business on business day following receipt of request | 5% of average NRC incurred by Tallgrass for the number of CSR's for which the Quality Standard is not met in the reported month |
| 2 | GTE | National | Prompt transmission of Local Service Confirmation (LSC) | 85% of LSC's sent to Tallgrass by the close of business on business day following receipt of request | 20% of average NRC incurred by Tallgrass for the lines ordered for which GTE failed to meet the Quality Standard in the reported month |

| Issue No. | Obligation | Data Level | Measures of Quality (MOQ) | Quality Standard | Financial Incentive |
|-----------|------------|------------|---------------------------|---|--|
| 3 | GTE | State | Due Date commitments met | Percent of Tallgrass customer install, transfer, and change service orders for which service is installed by close of business on the committed due date is not more than 2.5% below the percent of GTE customer install, transfer, and change service orders | Waiver of the average NRC installation charges for the number of lines by which GTE fails to meet the Quality Standard in the reported month |

| Issue No. | Obligation | Data Level | Measures of Quality (MOQ) | Quality Standard | Financial Incentive |
|-----------|------------|------------|---|--|---|
| 4 | GTE | State | % reporting trouble within 30 days of the date installed | Percent of Tallgrass customer install, transfer, and change service orders which are followed by a customer trouble report within 30 days of service order completion date is not more than 2.5% worse than the percent GTE customer install, transfer, and change service orders which are followed by a customer trouble report within 30 days of service order completion | One month's average MRC per trouble report exceeding the Quality Standard in the reported month (not to exceed one month's credit per customer line month) |
| 5 | GTE | State | Service Order discrepancy: LSR's issued without material errors | 80% of LSR's initiated by Tallgrass's do not contain an order discrepancy or error: 90% in 12 months. Final target - 95% | Payment by Tallgrass to GTE equal to 20% of the average NRC installation charges for the number of lines which Tallgrass fails to meet the Quality Standard in the reported month |

INTERCONNECTION

| Issue No. | Obligation | Data Level | Measures of Quality (MOQ) | Quality Standard | Financial Incentive |
|-----------|------------|------------|--|---|--|
| 1 | GTE | State | Trunk orders completed on or before the Committed Due Date | Percent of trunk orders by Tallgrass completed by GTE on or before the commitment date is not more than 10% below the percent of FG B/D Switched access orders by all ordering companies completed by GTE on or before the commitment date | Waiver of 100% of average NRC for trunks ordered from which GTE failed to meet the Quality Standard in the reported month |
| 2 | GTE | National | Firm Order Confirmation (FOC) on time delivery | Percent of trunk orders by Tallgrass completed by GTE on or before the commitment date is not more than 5% below the percent of FG B/D Switched access by all ordering companies for which GTE sends FOC (within 5 days, or longer , as requested by Tallgrass) | Waiver of 20% average of average NRC installation for trunks for which GTE failed to meet the Quality Standard in the reported month |

| Issue No. | Obligation | Data Level | Measures of Quality (MOQ) | Quality Standard | Financial Incentive |
|-----------|------------|------------|---|--|---|
| 3 | Tallgrass | National | Service Order discrepancy: ASR's issued without material errors | 80% of ASR's initiated by Tallgrass do not contain material error or result in discrepancy; 90% in 12 months. Final target 95% | Charge equal to 20% of average NRC installation of trunks ordered for which Tallgrass failed to meet the Quality Standard in the reported month |

MAINTENANCE/REPAIR

| Issue No. | Obligation | Data Level | Measures of Quality (MOQ) | Quality Standard | Financial Incentive |
|-----------|------------|------------|---------------------------|---|---|
| 1 | GTE | State | Percent Commitments Met | Percent of Tallgrass customer Network trouble reports where commitment was met more than 2.5% worse than the percent of GTE's customer Network trouble reports where commitment was met (excluding reports which are cleared CPE, Tallgrass customer error) | One month's flat rate average MRC per line out of service for which Quality Standard is not met in the reported month |

| Issue No. | Obligation | Data Level | Measures of Quality (MOQ) | Quality Standard | Financial Incentive |
|-----------|------------|------------|---|---|--|
| 2 | GTE | State | Average clearing time - Out of Service (OOS) - Designed | Average repair time (total number of elapsed hours/ minutes for OOS Tallgrass customer Network trouble reports divided by total number OOS customer Network trouble reports) for Tallgrass customers is more than 10% of the average repair time for GTE customers (includes only ? Designed? services) | One month?s flat rate average MRC per line OOS for which Quality Standard is not met in the reported month |

| Issue No. | Obligation | Data Level | Measures of Quality (MOQ) | Quality Standard | Financial Incentive |
|-----------|------------|------------|---|---|--|
| 3 | GTE | State | Average clearing time - Out Of Service (OOS) - Non-Designed | Average repair time (total number of elapsed hours/minutes for OOS Tallgrass customer Network trouble reports divided by total number OOS customer Network trouble reports) for Tallgrass customers is more than 10% of the average repair time for GTE customers (includes only POTS and circuits which do not require a design) | One month's flat rate average MRC per line OOS for which Quality Standard is not met in the reported month |

| Issue No. | Obligation | Data Level | Measures of Quality (MOQ) | Quality Standard | Financial Incentive |
|-----------|------------|------------|---|--|---|
| 4 | GTE | State | Percent reports per 100 (Failure Frequency) | Percent of Tallgrass customers making trouble reports (total number of Tallgrass customer Network trouble reports divided by the total access lines multiplied by 100) is not worse than .5 percent points of the percentage of GTE customers making trouble reports | <p>Within six (6) months of effective date, GTE will have established a minimum access line threshold.</p> <p>One month's flat rate average MRC per line OOS for which Quality Standard is not met in the reported month.</p> |

| Issue No. | Obligation | Data Level | Measures of Quality (MOQ) | Quality Standard | Financial Incentive |
|-----------|------------|------------|-----------------------------------|--|--|
| 5 | GTE | State | Percent repeat reports in 30 days | Percent of Tallgrass customer repeat trouble reports (total number of Tallgrass customer Network trouble reports which had a previous Network trouble report within the last 30 days divided by the total of customer Network trouble reports multiplied by 100) is not more than 2.5% worse than the percent of GTE customer repeat trouble reports | One month's flat rate average MRC per line OOS for which Quality Standard is not met in the reported month |

****Note: Outage Credits: Local Service and Unbundled Network Elements:** Outage Credits apply to interruptions of Local Services and Unbundled Network Elements in accordance with applicable state Public Service Commission requirements. If a Local Service or Unbundled Network Element is interrupted, Tallgrass will be entitled to outage credits. An interruption period begins when Tallgrass reports to GTE that a Local Service or Unbundled Network Element is interrupted (or GTE has knowledge that an interruption has occurred through service monitoring or other means). An interruption period ends when the Local Service is repaired and returned to Tallgrass. A Local Service or Unbundled Network Element is considered to be interrupted when there has been a loss of continuity, the Local Service or Unbundled Network Element does not operate in accordance with the applicable service standards, or it is otherwise unavailable for use by Tallgrass. This definition is not intended to conflict with State Public Utility Commission requirements.

FORECASTING

| Issue No. | Obligation | DataLevel | Measures of Quality (MOQ) | Quality Standard | Financial Incentive |
|-----------|------------|-----------|--|--|---|
| 1 | Tallgrass | State | Service Units requirements accurately forecast all volumes for each month contained in the quarterly report. | Volume of Tallgrass's Service Units requirements in a month is not greater than 10% below the amount forecast by Tallgrass in it's most recent quarterly forecast (which shall have been made not later than 30 days prior to the quarter in question) | 20% of the average NRC for the number of service units below the forecast when the actual volumes are greater than 10% and less than or equal to 30% under forecast. 40% of the average NRC for the number of service units below the forecast when the actual volumes are greater than 30% and less than or equal to 40% under the forecast. 50% of the average NRC for the number of service units below the forecast when the actual volumes are over 40% under the forecast |

GTE Measures Of Quality (MOQ)

without Financial Incentives

PRE-ORDERING/ORDERING/PROVISIONING

| Issue No. | Obligation | Data Level | Measure Of Quality (MOQ) | Quality Standard |
|------------------|-------------------|-------------------|--|---|
| 1 | GTE | National | Average speed of answer per inquiry by GTE's call center within 20 seconds | 80% of the time GTE will answer within 20 seconds |

MAINTENANCE/REPAIR

| Issue No. | Obligation | Data Level | Measure Of Quality (MOQ) | Quality Standard |
|------------------|-------------------|-------------------|--|---|
| 1 | GTE | National | Average speed of answer per inquiry by GTE's call center within 20 seconds | 80% of the time GTE will answer within 20 seconds |

BILLING

| Issue No. | Obligation | Data Level | Measure of Quality (MOQ) | Quality Standard |
|-----------|------------|------------|--|--|
| 1 | GTE | National | Timeliness: Charges billed in current Wholesale Billing period for flat rated services | GTE agrees to make an initial assessment of it's capability to measure the percent of dollar amount due for service orders billed in the current billing period in which the service order was completed and provide such assessment to the CLEC so the Parties can agree on and establish Quality Standards |
| 2 | GTE | National | Timeliness: Charges billed within 90 days for Usage charges | GTE agrees to make an initial assessment of it's capability to measure the percent of dollar amount due for Usage charges billed within 90 days from the date the service was rendered and provide such assessment to the CLEC so the Parties can agree on and establish Quality Standards |
| 3 | GTE | National | Accuracy: Financial accuracy of local OCC billing. Financial accuracy is the percent of total Net dollars correctly billed | GTE agrees to make an initial assessment of it's capability to measure the percent of total Net dollars accurately billed, excluding bill correcting adjustments resulting from CLEC's inaccurate LSR's and provide such assessment to the CLEC so the Parties can agree on and establish Quality Standards |
| 4 | GTE | National | Timeliness: Making corrections and adjustments within agreed time frame | GTE agrees to make an initial assessment of it's capability to measure the percent of all corrections and adjustments made within agreed time frames and provide such assessment to CLEC so the parties can agree on and establish Quality Standards |

| | | | | |
|---|-----|----------|--|--|
| 5 | GTE | National | Customer Usage Data: Timeliness: Delivery of all messages delivered within 6 days of when the message was recorded | GTE's initial service performance threshold will be 94% of all messages delivered within 6 days from when the message was recorded by GTE. |
| 6 | GTE | National | Customer Usage Data: Accuracy of transmitted customer Usage data | GTE's service delivery threshold will be established at 99% of recorded Usage data correctly transmitted to CLEC. |

APPENDIX B
SERVICE MATRIX

Date_____

| Service Location (identified by tandem serving area) | IP (identified by CLLI code) | Services (identified by _____) |
|--|---------------------------------|-----------------------------------|
| TO BE DETERMINED | TO BE DETERMINED | TO BE DETERMINED |

APPENDIX C
INTERCONNECTION, TELECOMMUNICATIONS SERVICES
AND FACILITIES AGREEMENT

BETWEEN

GTE NORTH INCORPORATED
AND
Tallgrass Communications, Inc.

AMENDMENT NO. _____

THIS AMENDMENT (herein so called) is made effective as of _____, 199____, by and between GTE North Incorporated ("GTE") and Tallgrass Communications, Inc. ("Tallgrass"). GTE and Tallgrass are sometimes referred to herein collectively as the "Parties" and individually as a "Party." Either GTE or Tallgrass may be referred to as "Provider" or "Customer" as the context requires.

WHEREAS, Provider is providing to Customer and Customer is purchasing from Provider those Services described in that certain Interconnection, Telecommunications Services and Facilities Agreement for the State of _____ by and between GTE and Tallgrass dated effective as of _____, 199____ (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Amendment, the Parties agree as follows:

1.

2. **Additional Services [if applicable]**

2.1 Provider agrees to provide to Customer and Customer agrees to purchase from Provider the following services under the terms and conditions set forth in the Agreement and within the service attachment listed below and attached to this Amendment:

Service Attachment _____ - _____

2.2 As of the effective date of this Amendment, and continuing through the remaining term of the Agreement, _____ is made a part of the Services provided under the Agreement and Service Attachment _____ shall be deemed to be a Service Attachment to the Agreement.

2.3 As of the effective date of this Amendment, and continuing through the remaining term of the Agreement, Appendix B, Service Matrix, to the Agreement is hereby deleted and Appendix B, Service Matrix, to this Amendment is hereby inserted in lieu thereof to reflect the additional Services and related Service Locations.

3. **Service Locations [if applicable]**

- 3.1 Provider agrees to provide to Customer and Customer agrees to purchase from Provider the following Services in the following locations:

| | Service Location (identified by tandem serving area) | IP (identified by CLLI code) | Services (identified by Service Attachment Number) |
|-----|--|---------------------------------|--|
| 3.2 | As of the effective date of this Amendment, the locations set forth in Section 3.1 above shall be deemed Service Locations under the Agreement. | | |
| 3.3 | As of the effective date of this Amendment, and continuing through the remaining term of the Agreement, <u>Appendix B</u> , Service Matrix, to the Agreement is hereby deleted and <u>Appendix B</u> , Service Matrix, to this Amendment is hereby inserted in lieu thereof to reflect additional Service Locations. | | |
| 4. | Interpretation All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement. | | |
| 5. | Effect Except as modified herein, the Agreement shall remain in full force and effect. | | |
| 6. | Authority Each person whose signature appears below represents and warrants that he or she has the authority to bind the Party on whose behalf he or she has executed this Amendment. | | |
| 7. | Multiple Counterparts This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. | | |
| 8. | No Offer Submission of this Amendment for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Amendment will be effective only upon execution by both Provider and Customer. | | |

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date or dates written below effective as of the date first above written.

GTE NORTH INCORPORATED

TALLGRASS COMMUNICATIONS, INC.

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____

APPENDIX D
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix D are the rates as defined in Article V and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. The rates defined herein are based on current available cost studies.

Each Party will bill the other Party as appropriate:

- A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **\$0.0041110**.
- B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **\$0.0007228**.
- C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **\$0.0000034**.
- D. The Common Transport Terminal element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **\$0.0000892**.

APPENDIX E
RATES AND CHARGES FOR LOCAL NUMBER PORTABILITY USING RCF

General. The rates contained in this Appendix E are as defined in Article V, Section 7, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. The rates defined herein are based on current available cost studies.

In addition, as defined in Article V, Section 3.2.3, the Party providing the ported number will pay the other Party the rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

| | |
|-----------------------------------|---------|
| Business Rate Per Line Per Month: | \$ 6.11 |
|-----------------------------------|---------|

| | |
|--------------------------------------|---------|
| Residential Rate Per Line Per Month: | \$ 2.68 |
|--------------------------------------|---------|

Service Number Portability

| | |
|--------------------------------------|---------|
| Remote Call Forwarding line/month | \$ 4.40 |
|--------------------------------------|---------|

| | |
|------------------------------|--------------------|
| Simultaneous Call Capability | \$ 2.60 path/month |
|------------------------------|--------------------|

| | |
|-------------------------------|---------|
| Non-recurring for Portability | \$10.50 |
|-------------------------------|---------|

APPENDIX F
SERVICES AVAILABLE FOR RESALE

General. The rates contained in this Appendix F are based upon an avoided cost discount from GTE's retail rates as provided in Article VI, Section 5.3 of the Agreement to which this Appendix F is attached and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. The rates defined herein are based on current available cost studies.

The avoided cost discount is 9.2%

The attached matrix is a list of all services from the GTE Retail Tariff.

Non-Recurring Charges for Resale Services

| | |
|---|------------|
| Initial Service Order, per order | \$41.50 |
| Subsequent Service Order, per order | \$24.00 |
| Installation, per line | \$22.75 |
| Outside Facility Connection Charge, per order * | \$Tariffed |

*This charge will apply when field work is required for establishment of new resale service. The terms, conditions and rates that apply for this work are described in GTE's retail local service tariffs.

APPENDIX G PRICES FOR UNBUNDLED ELEMENTS

General. The rates contained in this Appendix G are the rates as defined in Article VII and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. The rates defined herein are based on current available cost studies.

| | | |
|--|----|-------------------|
| (1) Local Loops | | |
| Local Loop | | |
| 2 Wire Loop | \$ | 32.00 |
| 4 Wire Loop | \$ | 50.00 |
| Network Interface Device | | |
| Basic NID | \$ | 1.30 |
| 12x NID | \$ | 1.40 |
| (2) Local Switching (Must purchase Port) | | |
| Ports | | |
| 2 Wire Basic Port | \$ | 8.00 |
| DS-1 Port | \$ | 76.10 |
| Local Switching | | |
| Originating MOU | \$ | 0.0041110 |
| Terminating MOU | \$ | 0.0041110 |
| Intrastate End Office Switching | | |
| Originating MOU | | State Tariff |
| Terminating MOU | | State Tariff |
| Interconnection Charge | | State Tariff |
| CCL | | |
| -Originating | | State Tariff |
| -Terminating | | State Tariff |
| Interstate End Office Switching | | |
| Originating MOU | \$ | 0.0041110 |
| Terminating MOU | \$ | 0.0041110 |
| Interconnection Charge | | GTOC FCC-1 Tariff |
| CCL | | |
| -Originating | | GTOC FCC-1 Tariff |
| -Terminating | | GTOC FCC-1 Tariff |
| (3) Features | | See Attached |
| (4) Dedicated Transmission Links | | |
| Entrance Facility | | |
| 2 Wire Voice | \$ | 32.00 |
| 4 Wire Voice | \$ | 50.00 |

| | | |
|---|---|-------------------|
| | DS1 Standard 1st System | \$ 300.00 |
| | DS1 Standard Add'l System | \$ 150.00 |
| | DS3 Protected, Electrical | \$1,500.00 |
| | DS1 to Voice Multiplexing | \$ 200.00 |
| | DS3 to Voice Multiplexing | \$ 500.00 |
| | Direct Trunked Transport | |
| | Voice Facility Per ALM | \$ 4.04 |
| | DS1 Facility Per ALM | \$ 9.73 |
| | DS1 Per Termination | \$ 40.00 |
| | DS3 Facility Per ALM | \$ 40.00 |
| | DS3 Per Termination | \$ 500.00 |
| (5) | Common/Shared Transmission Links | |
| | Transport Termination MOU/Term | \$ 0.0000892 |
| | Transport Facility MOU/Mile | \$ 0.0000034 |
| (6) | Tandem Switching MOU | \$ 0.0007228 |
| (7) | Databases and Signaling Systems | |
| | Signaling Links and STP | |
| | 56 Kbps Links | GTOC FCC-1 Tariff |
| | DS-1 Link | GTOC FCC-1 Tariff |
| | Signal Transfer Point (STP) Port Term | GTOC FCC-1 Tariff |
| | Call Related Databases | |
| | Line Information Database (ABS-Queries) | GTOC FCC-1 Tariff |
| | Line Information Database Transport (ABS-Queries) | GTOC FCC-1 |
| Tariff | | |
| | Toll Free Calling Database (DB800 Queries) | GTOC FCC-1 Tariff |
| Non-Recurring Charges for Unbundled Services | | |
| Service Ordering (loop or port) | | |
| | Initial Service Order, per order | \$ 47.25 |
| | Transfer of Service Charges, per order | \$ 16.00 |
| | Subsequent Service Order, per order | \$ 24.00 |
| | Customer Service Record Research, per request | \$ 5.25 |
| Installation | | |
| | Unbundled Loop, per loop | \$ 22.75 |
| | Unbundled Port, per port | \$ 22.75 |
| Loop Facility Charge, per order | | |
| | | \$ 60.00 |
| This charge will apply when field work is required for establishment of new unbundled loop service. | | |
| Monthly Recurring Charge for EIS | | |
| | DS0 Level Connection | Tariff |
| | DS1 Level Connection | Tariff |

APPENDIX H
RATES AND CHARGES FOR 911/E911 ARRANGEMENTS

The following services are offered by GTE for purchase by Tallgrass, where an individual item is not superseded by a tariffed offering.

| | <u>NRC</u> | <u>MRC</u> |
|--|------------|------------|
| 1. 9-1-1 Selective Router Map Provided is a color map showing a selective router's location and the GTE central offices that send their 9-1-1 call to it. The selective router and central office information will include CLLI codes and NPA/NXXs served. The map will include boundaries of each central office and show major streets and the county boundary. Permission to reproduce within Tallgrass for its internal use is granted without further fee. Non-tariffed price. | \$125.00 | n/a |
| 2. 9-1-1 Selective Router Pro-Rata Fee/trunk This fee covers the cost of selective routing switch capacity per trunk to cover investment to handle the additional capacity without going to the 9-1-1 districts for additional funding. | \$0 | \$100.77 |
| 3. PS ALI Software a personal computer software program running on Windows 3.1? for formatting subscriber records into NENA Verison #2 format to create files for uploading to GTE's ALI Gateway. Fee includes software, warranty and 1 800 872-3356 support at no additional cost. | \$790.80 | |
| 4. ALI Gateway Service Interface for delivery of ALI records to GTE's Data Base Management System. This provides a computer access port for Tallgrass to transmit daily subscriber record updates to GTE for loading into ALI databases. It includes support at 1 800 872-3356 at no additional cost. | \$135.00 | \$36.12 |
| 5. 9-1-1 Interoffice Trunk This is a tariffed offering, to be found in each state's Emergency Number Service Tariff. | Tariff | Tariff |

| | <u>NRC</u> | <u>MRC</u> |
|---|------------|------------|
| 6. ALI Database This is a tariffed offering, to be found in each state's Emergency Number Service Tariff. | Tariff | Tariff |
| 7. Selective Router Database per Record Charge Fee for each ALI record used in a GTE selective router. This is a tariffed offering, to be found in each state's Emergency Number Service Tariff. | Tariff | Tariff |
| 8. MSAG Copy Production of one copy of a 9-1-1 Customer's Master Street Address Guide, postage paid. | | |
| a. Copy provided in paper format | \$238.50 | \$54.00 |
| b. Copy provided in flat ASCII file on a 3 1/2" diskette | \$276.00 | \$36.00 |

APPENDIX I
SERVICE ORDERING, PROVISIONING, BILLING AND MAINTENANCE

1. Service Ordering, Service Provisioning, and Billing Systems Generally. The following describes generally the operations support systems that GTE will use and the related functions that are available for ordering, provisioning and billing for resold services, interconnection facilities and services and unbundled network elements. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the GTE Guide. Before orders can be taken, Tallgrass will provide GTE with its Operating Company Number ("OCN") and Company Code ("CC") as follows:
 - (a) The CLEC must provide their OCN (four-digit alpha-numeric assigned by Bellcore or number administrator) on the CLEC Profile. The GTE Guide provides the necessary information for the CLEC to contact Bellcore to obtain the OCN. There are no optional fields on the Profile.
 - (b) Before the Local Service Request ("LSR") and Directory Service Request ("DSR") order forms can be processed Tallgrass must provide the OCN and Customer Carrier Name Abbreviation ("CCNA").

1.1 Operations Support Systems for Trunk-Side Interconnection

- 1.1.1 Tallgrass will be able to order trunk-side interconnection services and facilities from GTE through a direct electronic interface over the GTE Network Data Mover ("NDM") in a nondiscriminatory manner. Orders for trunk-side interconnection will be initiated by an Access Service Request ("ASR") sent electronically by Tallgrass over the NDM. ASRs for trunk-side interconnection will be entered electronically into GTE's Carrier Access Management System ("CAMS") to validate the request, identify any errors, and resolve any errors back to Tallgrass. CAMS is a family of GTE systems comprised primarily of EXACT/TUF, SOG/SOP, and CABS.
- 1.1.2 The use of CAMS to support Tallgrass's requests for trunk-side interconnection will operate in the following manner: GTE will route the ASR through its data center to one of two National Access Ordering Centers ("NACC"). The ASR will be entered electronically into the EXACT/TUF system for validation and correction of errors. Errors will be referred back to Tallgrass. Tallgrass then will correct any errors that GTE has identified and resubmit the request to GTE electronically through a supplemental ASR, without penalty or charge (e.g., order modification charge) to Tallgrass. Similarly, errors committed by GTE subsequent to the receipt of a valid ASR from Tallgrass will be expeditiously identified and corrected by GTE without the need for Tallgrass's submission of a supplemental ASR. GTE then will translate the ASR into a service order for provisioning and billing. In order to convert the ASR into a service order, GTE personnel must apply the necessary elements to provision the service and include the billable elements necessary for GTE to bill Tallgrass for the services provided. This application also requires a determination of the access tandem to end office relationships with the service requested.
- 1.1.3 At the next system level, translated service orders will be distributed electronically

through the SOG/SOP systems to several destinations. The SOG/SOP system will begin the actual provisioning of the service for Tallgrass. Other GTE provisioning systems are CNAS and ACES. The GTE Database Administrative Group ("DBA") and the Special Services Control Center ("SSCC") will be the two most important destinations at this level. The DBA location will identify codes for the appropriate GTE switch in order to provide the functions required by the ASR. The SSCC will provide the engineering for the facilities over which the services will be handled. Information from these two groups (and others) then will be transmitted electronically to GTE's field service personnel (Customer Zone Technicians or "CZTs") who will establish the trunks and facilities, thus connecting the GTE facilities to a connecting company, if one is required, and to Tallgrass. GTE's CZTs also will contact Tallgrass directly to perform testing, and upon acceptance by Tallgrass, will make the necessary entries into the GTE system to complete the order. The completed orders then will pass to GTE's Carrier Access Billing System ("CABS") which will generate the bill to Tallgrass. The billing process under CABS requires coordination with several other systems.

- 1.1.4 Billing for transport and termination services cannot be accomplished without call records from GTE's central office switches. Records of usage will be generated at GTE's end office switches or the access tandems. Call usage records will be transmitted electronically from GTE's switches through GTE's Billing Intermediate Processor ("BIP"). This system will collect the call records, perform limited manipulations to the record and transfer them to a centralized data center where they will be processed through the Universal Measurement System ("UMS") to determine the validity and accuracy of the records. UMS also will sort the records and send them to the CABS billing system, from which GTE will produce a bill and send it to Tallgrass.

1.2 Operations Support Systems for Resold Services and Unbundled Elements

- 1.2.1 Tallgrass will also be able to order services for resale and unbundled network elements, as well as interim number portability, directly from GTE through an electronic interface. To initiate an order for these services or elements, Tallgrass will submit a Local Service Request ("LSR") from its data center to GTE's Data Center using the same electronic NDM interface used for trunk-side interconnection. If no NDM interface exists or if Tallgrass chooses to establish a separate NDM interface, Tallgrass must request an NDM facility. For new entrants that elect not to interface electronically, GTE will accommodate submission of LSR orders by facsimile, E-mail, Internet or a dial NDM arrangement. An LSR is very similar to an ASR, except that it will be used exclusively for line-side interconnection requests. GTE will transfer LSRs to GTE's NOMC centralized service order processing center electronically.
- 1.2.2 Most LSRs will be used either to transfer an existing GTE customer to Tallgrass or to request service for a new customer who is not an existing GTE customer. Depending on the situation, different information will be required on the LSR. LSRs for a conversion of a GTE local customer to Tallgrass must include information relating to all existing, new and disconnected services for that customer, including the customer's name, type of service desired, location of service and features or options the customer desires. Tallgrass will be able to obtain this customer

information after GTE has received the customer's written consent as specified in Article VI.3.3. For service to a new customer who is not an existing GTE customer, the LSR must contain the customer's name, service address, service type, services, options, features and CLEC data. If known, the LSR should include the telephone number and due date/desired due date.

- 1.2.3 While Tallgrass would have its own customer information and may have the SAG/GTE products on tape from GTE, Tallgrass would not have the due date or new telephone number for new customers since that information is contained in GTE's systems. Therefore, a process is required to provide this information to Tallgrass. GTE itself does not have uniform access to this information electronically. Until GTE and Tallgrass have agreed and established electronic interfaces, Tallgrass agrees that an 800 number is the method that will be used. The 800 telephone number will connect Tallgrass directly to GTE's NOMC service representatives. When Tallgrass receives a request for basic services from a new local service customer, Tallgrass will call GTE's NOMC through the 800 number, and, while the new customer is on hold, GTE will provide the due date for service and the new telephone number for that customer. At the same time, Tallgrass will give GTE the new customer's name, service address and type of requested service (i.e., R1, B1). GTE will enter that information into its SORCES or SOLAR service ordering systems to be held in suspense until Tallgrass sends the confirming LSR. Tallgrass will then return to its customer holding on the line and provide the due date and new telephone number.
- 1.2.4 After concluding the telephone call with the new customer, Tallgrass will complete a confirming LSR for the new service and send it electronically to GTE's data center for processing. Upon receipt, GTE will match the LSR with the service order suspended in GTE's system, and if there is a match, GTE will process the LSR. After the LSR is processed, GTE will transmit confirmation electronically to Tallgrass through the NDM that the LSR has been processed, providing a record of the telephone number and due date. Tallgrass will be required to submit the confirming LSR by 12:00 p.m. each day local time, as defined by the location of the service address. If Tallgrass fails to submit the LSR in a timely manner, the suspended LSR will be considered in jeopardy, at which time GTE will assign a new due date upon receipt of the delayed LSR for such customer requests and notify Tallgrass of the change.
- 1.2.5 Number assignments and due date schedules for services other than single line service and hunt groups up to 12 lines will be assigned within approximately twenty-four (24) hours after GTE's receipt of the LSR using the standard Local Confirmation ("LSC") report sent electronically to Tallgrass over the NDM, thereby providing a record of the newly established due date. An exception would be a multi-line hunt group for 12 lines or fewer. The other numbers then will be provided through the normal electronic confirmation process.
- 1.2.6 The processing of specifically requested telephone numbers (called "vanity numbers") is as follows. GTE will work with Tallgrass on a real time interface to process vanity numbers while Tallgrass's customer is still on the line. If a number solution can be established expeditiously, it will be done while the customer is still on the line. If extensive time will be required to find a solution, GTE service

representatives will work with Tallgrass representatives off line as GTE would for its own customers. For all of this, the basic tariff guidelines for providing telephone numbers will be followed.

- 1.2.7 Once the order for line-side interconnection service is established, it is moved for provisioning to the next system level. Here, GTE will validate and process the LSR to establish an account for Tallgrass and, if GTE continues to provide some residual services to the customer, GTE will maintain a GTE account. In GTE's system, GTE's account is called the Residual Account and Tallgrass's account is referred to as Tallgrass Account. If any engineering for the service is necessary, the account would be distributed to the SSCC. Otherwise, it will be distributed for facility assignment.
- 1.2.8 With the account established and any engineering and facility assignment complete, GTE then will transmit electronically a record to GTE's CZT field personnel if physical interconnection or similar activity is required. The CZTs will provision the service and then electronically confirm such provision in the SOLAR/SORCES system when completed. The accounts then will be transmitted to GTE's Customer Billing Services System ("CBSS"). GTE shall provide to Tallgrass a service completion report. Call records for actual service provided to Tallgrass's customers on GTE facilities will be transmitted from GTE's switches through some usage rating systems (BIP, UMS), screened and eventually delivered to CBSS for the generation of bills.
- 1.2.9 CBSS is a different system than CABS, and it is the one that GTE will utilize to produce the required bills for resold services, unbundled elements and local number portability. CBSS will create a bill to Tallgrass for resold services and unbundled elements along with a summary bill master. Daily unrated records for intraLATA toll usage and local usage (in collect usage data will be provided on rated basis) on Tallgrass's accounts will be generated and transmitted electronically to Tallgrass.
- 1.2.10 On resold accounts, GTE will provide usage in EMR format per existing file exchange schedules. The usage billing will be in agreed upon level of detail for Tallgrass to issue a bill to its end users.
- 1.2.11 GTE will provide Tallgrass with detailed monthly billing information in a paper format until an agreed upon Electronic Data Interchange 811 electronic bill format is operational.
- 1.2.12 State or sub-state level billing will include up to ten (10) summary bill accounts.
- 1.2.13 GTE accepts Tallgrass's control reports and agrees to utilize industry standard return codes for unbillable messages. Transmission will occur via the NDM. Tape data will conform to Attachment "A" of the LRDTR. Data will be delivered Monday through Friday except for Holidays as agreed. Data packages will be tracked by invoice sequencing criteria. GTE contacts will be provided for sending/receiving usage files.
- 1.2.14 GTE will retain data backup for 45 Business Days. To the extent this retention is exclusively for Tallgrass, Tallgrass shall reimburse GTE for all expenses related to

this retention.

- 1.2.15 In addition to the LSR delivery process, Tallgrass will distribute directory assistance and directory listing information (together sometimes referred to hereafter as "DA/DL information") to GTE via the LSR ordering process over the NDM. GTE will provide listings service via its "listing continuity" offering.
- 1.2.16 Charges and credits for PIC changes ordered via an LSR will appear on the wholesale bill. As Tallgrass places a request for a PIC change via LSR, the billing will be made on Tallgrass account associated with each individual end user. GTE will process all PIC changes from IXCs that are received for Tallgrass end users by rejecting back to the IXC with Tallgrass OCN. Detail is provided so that Tallgrass can identify the specific charges for rebilling to their end user.
- 1.2.17 CMDS. The parties will provide for the distribution of intraLATA CMDS incollect messages and/or selected local measured service messages as follows:
- 1.2.17.1 Messages to be Screened. GTE receives CMDS I transmissions containing intraLATA incollect messages from the state RBOC CMDS host each business day. Per Tallgrass's request, GTE will screen the incollects by NPA and line number and accumulate the Collect, Third Number Billed and Credit Card (collectively called incollects) messages in a data file. The screening will be for end users who have chosen Tallgrass as their local service provider through a Resale or Unbundled Network arrangement. The screened incollect messages and any Local Measured Service (LMS) usage will be accumulated and forwarded to Tallgrass. The Parties will mutually agree on the frequency of the data exchange and the method of transmission (i.e., magnetic tape or direct electronic transmission). GTE will forward the screened messages in the industry standard EMR format. GTE intraLATA toll messages that are recorded by GTE and dialed on a one plus or zero plus basis are not part of this section and will not be screened.
- 1.2.17.2 Compensation. GTE will bill Tallgrass monthly for all services related to the screening, accumulating, processing and transmitting of incollect messages and LMS usage, if applicable, at a reasonable and mutually agreeable charge. In addition, any message processing fee associated with Tallgrass's incollect messages that are charged to GTE by the CMDS Host will be passed on to Tallgrass on the monthly statement. All revenue, surcharges, taxes and any other amounts due to the CMDS Host for Tallgrass's incollect messages will be billed on the monthly statement. It is Tallgrass's responsibility to bill and collect all incollect and LMS amounts due from its end users. The incollect and LMS revenue amounts that are listed on the monthly invoice are payable to GTE in total. The Parties agree that the arrangement for invoicing the incollect and LMS revenue amounts due GTE is not a settlement process with Tallgrass.

1.2.17.3 Administration. The Parties agree to develop a process whereby Tallgrass's end user information is available in a timely manner to allow GTE to build tables to screen the CMDS incollect files and LMS files on behalf of Tallgrass.

1.2.18 Backbilling. GTE shall bill Tallgrass on a timely basis. In no case shall GTE bill Tallgrass for previously unbilled charges that are for more than one year prior to the current bill date.

1.3 Order Processing.

1.3.1 Order Expectations. Tallgrass agrees to warrant to GTE that it is a certified provider of telecommunications service. Tallgrass will document its Certificate of Operating Authority on Tallgrass Profile and agrees to update this Tallgrass Profile as required to reflect its current certification. The Parties agree to exchange and to update end user contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government. The Parties also agree to exchange and to update internal order, repair and billing point of contacts. Prior to submitting an order under this Agreement, Tallgrass shall obtain such documentation as may be required by state and federal laws and regulations.

1.3.2 GTE shall provide Tallgrass with a specified customer contact center for purposes of placing service orders and coordinating the installation of services. These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. The Parties adopt the OBF LSR and DSR forms for the ordering, confirmation and billing of resale and unbundled services. The Parties adopt the OBF ASR forms for the ordering, confirmation and billing of trunk-side interconnection.

1.3.3 GTE will process such service orders during normal operating hours, at a minimum on each Business Day between the hours of 8 a.m. to 8 p.m. Eastern Time and shall implement service orders within the same time intervals used to implement service orders for similar services for its own users.

1.3.4 GTE will provide current GTE customer proprietary network information (name, address, telephone number and description of services provided by GTE including PIC and white page directory listing information) as provided in Article VI, Section 3. The return of customer information will be via facsimile or via electronic transmission.

2. Maintenance Systems.

2.1 General Overview

2.1.1 If Tallgrass requires maintenance for its local service customers, Tallgrass will initiate a request for repair (sometimes referred to as a "trouble report") by calling GTE's Customer Care Repair Center. During this call, GTE service representatives will verify that the end-user is Tallgrass customer and will then obtain the

necessary information from Tallgrass to process the trouble report. While Tallgrass representatives are still on the line, GTE personnel will perform an initial analysis of the problem and remote line testing for resale services. If engineered services are involved, the call will be made to the GTE SSCC for handling. If no engineering is required and the line testing reveals that the trouble can be repaired remotely, GTE personnel will correct the problem and close the trouble report while Tallgrass representatives are still on the line. If on-line resolution is not possible, GTE personnel will provide Tallgrass representatives a commitment time for repair, and the GTE personnel then will enter the trouble ticket into the GTE service dispatch queue. Tallgrass's repair service commitment times will be within the same intervals as GTE provides to its own end users. Maintenance and repair of GTE facilities is the responsibility of GTE and will be performed at no incremental charge to Tallgrass. If, as a result of Tallgrass-initiated trouble report, trouble is found to be the responsibility of Tallgrass (e.g., non-network cause) GTE will charge Tallgrass for trouble isolation. Tallgrass will have the ability to report trouble for its end users to appropriate trouble reporting centers 24 hours a day, 7 days a week. Tallgrass will be assigned a customer contact center when initial service agreements are made.

- 2.1.2 Repair calls to the SSCC for engineered services will be processed in essentially the same manner as those by the GTE Customer Care Center. GTE personnel will analyze the problem, provide Tallgrass representative with a commitment time while they are still on the line, and then place the trouble ticket in the dispatch queue.
- 2.1.3 GTE then will process all Tallgrass trouble reports in the dispatch queue along with GTE trouble reports in the order they were filed (first in, first out), with priority given to out-of-service conditions. If, at any time, GTE would determine that a commitment time given to Tallgrass becomes in jeopardy, GTE service representatives will contact Tallgrass by telephone to advise of the jeopardy condition and provide a new commitment time.
- 2.1.4 Trouble reports in the dispatch queue will be transmitted electronically to GTE CZT service technicians who will repair the service problems and clear the trouble reports. For cleared Tallgrass trouble reports, GTE service technicians will make a telephone call to Tallgrass directly to clear the trouble ticket. GTE service technicians will make the confirmation call to the telephone number provided by Tallgrass. If Tallgrass is unable to process the call or places the GTE technician on hold, the call will be terminated. To avoid disconnect, Tallgrass may develop an answering system, such as voice mail, to handle the confirmation calls expeditiously.
- 2.1.5 GTE will provide electronic interface access to operation support systems functions which provide the capability to initiate, status and close a repair trouble ticket. GTE will not provide to Tallgrass real time testing capability on Tallgrass end user services. GTE will not provide to Tallgrass an interface for network surveillance (performance monitoring).

2.2 Network Management Controls.

- 2.2.1 Network Maintenance and Management. The Parties will work cooperatively to install and maintain a reliable network.
 - 2.2.2 Neither Party shall be responsible to the other if necessary changes in network configurations render any facilities of the other obsolete or necessitate equipment changes.
 - 2.2.3 Network Management Controls. Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."
3. Electronic Interface. The Parties shall work cooperatively in the implementation of electronic gateway access to GTE operational support systems functions in the long-term in accordance with established industry standards. Tallgrass shall compensate GTE for the full costs including but not limited to design, development, testing, implementation and deployment, for access to GTE's Operational Support System functions. Where subsequent parties request use of GTE's operation support systems, cost recovery for such electronic interface systems shall be allocated among all requesting users.
- 3.1 Tallgrass shall have immediate access to the following OSS electronic interfaces that will provide functionality to enable Tallgrass to service customers in an equal and non-discriminatory manner:
- 3.1.1 Pre-Order functions, e.g., TN Assignment, DD Reservation, Address Validation, Product Availability, that are available on a dial-up or dedicated basis using the Secure Integrated Gateway System (SIGS).
 - 3.1.2 Order functions that are available on a dial-up or dedicated basis using CONNECT: Mail file transfer.
 - 3.1.3 Repair functions, e.g., trouble report repair functions, to allow Tallgrass to determine status and close trouble reports.
 - 3.1.4 Electronic transfer of Tallgrass bill in electronic data 811 format.
- 3.2 Tallgrass may migrate to fully interactive system to system interconnectivity. GTE, with input from Tallgrass and other carriers, shall provide general interface specifications for electronic access to this functionality. These specifications will be provided to enable Tallgrass to design system interface capabilities. Development will be in accordance with applicable national standards committee guidelines. Such interfaces will be available as expeditiously as possible.
- 3.3 All costs and expenses for any new or modified electronic interfaces exclusively to meet Tallgrass requirements that GTE determines are technically feasible and GTE agrees to develop will be paid by Tallgrass. Costs for development of systems intended for common use by competing carriers will be

assessed based on a mutually agreed method of cost recovery.

- 3.4 Tallgrass shall be responsible for modifying and connecting any of its pre-ordering and ordering systems with GTE provided interfaces as described in this Appendix.
4. GTE Initiated Electronic System Redesigns. GTE will not charge Tallgrass when GTE initiates its own electronic system redesigns/reconfigurations.

APPENDIX J SS7 SERVICES

This agreement (Agreement) is between GTE _____ INCORPORATED, a State of _____ corporation having its principal office at _____ (? GTE?), and Tallgrass Communications, Inc., a corporation of the State of _____, having its principal office at _____ (? Tallgrass?) (? Licensee?).

ARTICLE 1. DEFINITIONS

In addition to the definitions contained elsewhere in the Agreement to which this Appendix J is attached and made a part, for purposes of this Appendix J the following terms shall have the following meanings.

- 1.1 "A" Link: An access signaling link that connects SPs and/or SSPs to STPs.
- 1.2 "B" Link: A bridge signaling link that connects two (2) sets or pairs of STPs, not the STPs within a mated pair, but on the same hierarchical level.
- 1.3 Compatibility Testing: Certification testing performed by representatives of GTE and Tallgrass to ensure proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This certification testing shall be performed in accordance with the following ANSI documents:
 - T1.234 Telecommunications - Signaling System Number 7 (SS7) - MTP Levels 2 and 3 Compatibility Testing (ATIS)
 - T1.235 Telecommunications - Signaling System Number 7 (SS7) - SCCP Class 0 Compatibility Testing (ATIS)
 - T1.236 Telecommunications - Signaling System Number 7 (SS7) - ISDN User Part Compatibility Testing (ATIS)
- 1.4 Service: The service described in Article 2 of this Appendix.
- 1.5 Signaling Link: An end-to-end high-capacity data link (56 kbps) that transmits supervision and control signals from one network SS7 node to another in a CCS network. The link type identifies the functionality of the signaling link sets. The two link types associated with the Service are "a" Links and "B" Links.
- 1.6 Signaling Point Code (SPC): A code that identifies the Signaling Point address in the CCS network. Signaling Point Codes consist of three (3) segments of three (3) digits each, identifying the network ID, network cluster, and cluster member, respectively.
- 1.7 Signaling Point of Interface (SPOI): The point at which GTE hands off signaling information to Tallgrass.

ARTICLE 2. SERVICE DESCRIPTION

- 2.1 Provision. Subject to the terms and conditions of this Appendix, GTE agrees to provide the Service to Tallgrass.

2.2 Interconnection. This Agreement is for Tallgrass's interconnection with GTE at GTE's _____ STPs to support local exchange services. Tallgrass shall not submit signaling messages in support of interexchange services.

2.3 Service. The "Service" consists of the following:

- (a) Interconnection of GTE's CCS/SS7 network to Tallgrass's CCS/SS7 network is via an "a" Link connection between Tallgrass's SP or SSP and GTE's STP. The "a" Link connection is made by a dedicated 56 kbps channel between the SP or SSP and the STP. Any connection from an SSP or an SP to an STP pair will have a link to each individual STP (i.e., two (2) links). Tallgrass and GTE shall mutually agree upon the location of the SPOI.
- (b) Interconnection of GTE's CCS/SS7 network to Tallgrass's CCS/SS7 network via a "B" Link connection between Tallgrass's STPs and GTE's STPs. The "B" Link connection is a dedicated 56 kbps channel. Connections between two (2) pairs of STPs will have four (4) connections; i.e., one (1) link from each individual STP to each individual STP. Tallgrass and GTE shall mutually agree upon the location of the SPOI.
- (c) Local and IntraLATA call set-up signaling, allowing Tallgrass to use the out-of-band trunk signaling provided by GTE's CCS/SS7 network to carry its calls on the intraLATA toll network.
- (d) The Service shall include access to: (1) all switching systems served by a given STP which have been converted to SS7 signaling, including switching systems owned by other local service providers; (2) databases directly connected to a given STP, with the exception of 800/888 databases which can be accessed through any STP; (3) other local service provider STPs on an intraLATA basis; and (4) other Third Party local service provider STPs on an intraLATA basis.
- (e) It is the responsibility of Tallgrass to populate the "privacy indicator" portion of all SS7 signaling messages forwarded to GTE's network. GTE agrees to deliver the information forwarded by Tallgrass in the SS7 signaling message. Tallgrass, by entering into this Agreement, agrees to deliver "privacy indicator" information forwarded by GTE in its signaling message.
- (f) Tallgrass acknowledges that call set-up times may be greater when Tallgrass employs intermediate access tandems (IATs) in its network.
- (g) If selected on the order form attached to this Appendix, the Service shall also include IXC call set-up signaling service (ISUP) as described in Article 2.4 of this Appendix. Additional charges as set forth in Exhibit A shall apply.

2.4 ISUP Service Charge. This is an optional service that allows Tallgrass to utilize SS7 signaling to an SS7 capable interexchange carrier (IXC) for Feature Group D access service and other intraLATA interexchange services. The ISUP service is a monthly charge.

- (a) The rate for ISUP signaling is per connection in situations when GTE does not provide any underlying call messages for Tallgrass on GTE's network trunks. The rate for ISUP signaling is shown in Exhibit a.
- (b) Where GTE has a mated pair of STPs and has CCS/SS7 interconnection facilities to an IXC within the same LATA, for interexchange telecommunications services, GTE shall provide call set-up signaling between Tallgrass and the IXC.

- (c) Tallgrass agrees to provide to GTE such information as deemed necessary by GTE for network planning in connection with this offering and as may be requested by GTE from time to time.
 - (d) Tallgrass must provide the Signaling Point Codes of the IXCs for which it is providing call setup via GTE's SS7 signaling network, so that GTE screening and translation tables can be updated.
- 2.5 Technical Specifications. The technical specifications for the Services described above are defined in Bellcore TR-TSV-000905. GTE will provide SS7 via OR-394-SS7 and/or OR-317-SS7 format(s).
- 2.6 Other Services. If Tallgrass desires to order SS7-related services other than the Service, such services will be governed by separate agreements.
- 2.7 Applicable Traffic. The Service applies to the traffic of Tallgrass and its subtending LECs only. Tallgrass must provide GTE with thirty (30) calendar days' written notice and a letter of agency before the traffic of any party other than Tallgrass or its subtending LECs may be transmitted through Tallgrass's facilities on to GTE's SS7 network.

ARTICLE 3. MANNER OF PROVISIONING

- 3.1 Link Facilities. The link facilities to GTE STPs in the same LATA can be either:
- (a) "a" Link sets from Tallgrass's SP or SSP. A minimum of two (2) links is required, one (1) from the SP or SSP to each STP; or,
 - (b) "B" Link sets from Tallgrass's STPs that are connected to GTE's mated pairs of STPs. A minimum of four (4) links is required between the two (2) pairs of STPs.
- 3.2 Port Termination. An STP port termination is required for each 56 kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff, F.C.C. No. 4.
- 3.3 Signaling Point Codes. GTE shall install all applicable Signaling Point codes for each signaling link at each of GTE's interconnecting STPs.
- 3.4 Protocol. GTE shall provision the Service in accordance with ANSI T1.226 Telecommunications - Operations, Administration, Maintenance, and Provisioning (OAM&P) - Management of functions for Signaling System No. 7 (SS7) Network Interconnections (ATIS) with the exception of references to OMAP protocol elements. The Service cannot be established until Compatibility Testing has been successfully completed between Tallgrass and GTE.
- 3.5 56 kbps Channel. Unless Tallgrass elects to provide such links, GTE shall provide two (2) or four (4) 56 kbps circuits as link facilities at rates set forth in Article 4 herein. If approved by GTE, Tallgrass may utilize a 56 kbps channel of an intraLATA DS1 (1.544 mbps) facility, which is in place at the time of ordering, as an "A" Link or a "B" Link, for the STP access connection between the SPOI and GTE's STP. **WHEN THIS OPTION IS CHOSEN, Tallgrass UNDERSTANDS AND ACCEPTS THAT THE SERVICE PERFORMANCE STANDARDS AS OUTLINED IN BELLCORE DOCUMENT TR-TSV-000905 MAY NOT BE MET IN THE PROVISION OF THE TOTAL SERVICE.** If such a channel is not utilized, Tallgrass must order DS1 (1.544 Mbps) service.

- 3.6 Multiplexing. Where technically required, GTE shall provide multiplexing arrangements to Tallgrass at no charge.
- 3.7 Diversity. Where technically feasible and not unreasonably economically burdensome, GTE agrees to allow interoffice and intraoffice diversity.

ARTICLE 4. RATES AND CHARGES

- 4.1 Payment. Tallgrass agrees to pay to GTE for the Service at the rates and charges set forth in Exhibit A attached to this Appendix and made a part hereof.
- 4.2 Period. Subject to Article 4.3 below, the rates and charges shall remain in effect and are firm for a period of twelve (12) months from the effective date of this Appendix. Thereafter, GTE shall give Tallgrass sixty (60) calendar days' notice of any price change. If the new prices are not acceptable to Tallgrass, Tallgrass may terminate this Appendix upon thirty (30) calendar days' advance written notice without penalties for either Party.
- 4.3 Rate Basis. The rates are based upon rates and charges reflected in GTE's approved CCS/SS7 interconnection tariffs. To the extent that tariff rates are adjusted, rates and charges for similar rate elements in this Appendix will be adjusted accordingly on the date the new tariff rates become effective. If a state or federal regulatory agency requires, or GTE elects, to offer the Service by tariff, the tariff shall supersede this Appendix. If the Service becomes tariffed, Tallgrass has the right to terminate this Appendix upon sixty (60) calendar days' advance written notice effective on the effective date of such tariff, without penalty to either Party.
- 4.4 Mileage. Mileage is calculated on the airline distance between the locations involved, using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff, F.C.C. No. 4.
- 4.5 Rates and Charges. Rates and charges for each component of the Service are described as follows:
- (a) "A" Link connection - Charges for the "a" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.
 - (1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from Tallgrass's SSP or SP.
 - (2) Tallgrass will lease facilities between its SSPs/SPs and GTE's STPs.
 - (b) "B" Link connection - Charges for the "B" Link connection to GTE's CCS/SS7 network consist of the STP port termination charges.
 - (1) The STP port termination charges are for the termination of a 56 kbps channel at each STP from Tallgrass's STPs.
 - (2) Tallgrass and GTE shall mutually agree upon the rates for "B" Link interconnections within thirty (30) calendar days of the execution of this Agreement.

- (c) STP Interconnection nonrecurring charge - STP interconnection nonrecurring charge shall apply for each "A" Link and "B" Link interconnection to GTE's SS7 network.
- 4.6 Rearrangement. Charges for rearrangement of the Service that are not specifically addressed will be determined by GTE on an individual case basis.
- 4.7 Applicable Traffic. The rates apply only to the traffic of Tallgrass and its subtending LECs. Any traffic from any other party will be subject to additional charges.

ARTICLE 5. ORDERING THE SERVICE

- 5.1 Order. To order the Service, Tallgrass shall submit a completed CCS/SS7 Order Form to GTE. Tallgrass may change its Service order by submitting a new Order Form which shall be effective when executed by both Parties. Service shall be implemented for Tallgrass thirty (30) calendar days after the execution of this Agreement by both Parties.
- 5.2 Port Terminations. GTE shall reserve STP port terminations only upon receipt of a fully executed copy of this Agreement and the Order Form referred to in this Appendix. GTE shall reserve ports on a first come, first served basis. Should Tallgrass fail to use a port within sixty (60) Business Days of availability, GTE may reassign the port and, Tallgrass must resubmit an Order Form for interconnection.

ARTICLE 6. RESPONSIBILITIES OF GTE

- 6.1 Managing the Network. GTE is responsible for managing the network provided by GTE as part of the Service and applying protective controls which it can invoke as a result of occurrences including, but not limited to, failure or overload of GTE or Tallgrass facilities due to natural disasters, mass calling or national security demands.
- 6.2 Performance Standards. GTE is responsible for meeting service performance standards as outlined in Bellcore TR-TSV-000905 except as otherwise provided herein.
- 6.3 Invoice. GTE shall include with the monthly invoice such data GTE and Tallgrass mutually agree is necessary for Tallgrass to verify the accuracy of the billing it receives from GTE for the Service.

ARTICLE 7. RESPONSIBILITIES OF Tallgrass

- 7.1 Signaling Link. Tallgrass shall provision the signaling links from its premises to the SPOIs in a manner technically compatible to the GTE network.
- 7.2 Privacy Indicator. Tallgrass shall populate the "privacy indicator" portion of the CCS/SS7 initial address message forwarded to GTE's network for call processing.
- 7.3 Accuracy of Information. Tallgrass shall verify the accuracy of information provided by Tallgrass concerning the Service ordered by Tallgrass.
- 7.4 Forecast. Tallgrass shall furnish to GTE, at the time the Service is ordered and annually thereafter, an updated three year forecast of usage for the 56 kbps channel and the STP port termination for each

STP pair. The forecast shall include total annual volume and busy hour busy month volume. GTE shall utilize the forecast in its own efforts to project further facility requirements.

- 7.5 Changes. Tallgrass agrees to inform GTE in writing at least thirty (30) Business Days in advance of any change in its use of the Service that alters by ten percent (10%) or more for any thirty (30) day period the volume of signaling transactions to be forwarded to GTE's CCS/SS7 network. Tallgrass will provide the reason for the change in volume by individual SS7 service.

ARTICLE 8. SIGNALING POINT CODES

- 8.1 Interconnection. Tallgrass may utilize either the GTE CCS/SS7 network SPC or its own SPC for interconnection purposes when interconnecting its SPs or SSPs at the "A" Link level. Tallgrass shall utilize its own SPC when interconnecting its STP at the "B" Link level. Tallgrass agrees to obtain its own initial SPC if it has short or long range plans to provide its own STPs.
- 8.2 SPC. When the SPC is utilized, GTE shall be responsible for Tallgrass code assignment. When Tallgrass obtains its own SPC, Tallgrass shall be responsible for code assignments and shall be responsible for notifying GTE and other CCS/SS7 network providers of such assignments.
- 8.3 SPC Change. Due to the complexities and potential Tallgrass signaling network downtime required for changing working SPCs, Tallgrass agrees to give GTE a written notice of an SPC change as soon as possible but no later than thirty (30) Business Days prior to the effective date of the SPC change.

ARTICLE 9. MONTHLY BILLING

Billing statements shall be rendered monthly by GTE to Tallgrass. The monthly charge shall be the total of all monthly rate element charges associated with the Service. Payment to GTE for bills rendered to Tallgrass shall be due thirty (30) calendar days after receipt of the invoice and Tallgrass agrees to pay all billed amounts. Beginning the day after the due date of the bill, interest charges of twelve per cent (12%) per annum or the maximum allowed by law, whichever is less, shall be added to Tallgrass's bill. Payments shall be applied to the oldest outstanding amounts first.

ARTICLE 10. LIABILITY AND INDEMNIFICATION

- 10.1 Release from Liability. Each Party releases the other from any liability for loss or damage arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Service, including any and all associated equipment and data processing systems, not caused by gross negligence or willful misconduct. Any losses or damages for which either Party is held liable under this Agreement shall in no event exceed the amount of the charges for the Service during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received, to the time Service is restored.
- 10.2 Limitation of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH AT SECTION 24.4 OF ARTICLE III OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF REVENUE OR PROFIT OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OF THE CCS OR ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT THAT IS SUFFERED BY THE OTHER PARTY, WHETHER ARISING

IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

10.3 Third Parties. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any and all losses, damages, or other liability, including reasonable attorneys' fees, that it may incur as a result of claims, demands, wrongful death actions, or other suits brought by third parties, arising out of the use of the Service and resulting from the gross negligence or willful misconduct by the indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. In addition, to the extent that the Parties' interests do not conflict, Tallgrass shall defend GTE against all end users' claims just as if Tallgrass had provided such service to its end users with its own employees. In any event, Tallgrass shall assert its tariff limitation of liability for the benefit of both GTE and Tallgrass.

10.4 Infringement. Each Party agrees to release, defend, indemnify, and hold harmless the other Party from and against any claim, demands or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by the indemnifying Party's employees or equipment associated with provision of the Service. This includes, but is not limited to, suits arising from disclosure of any customer-specific information associated with either the originating or terminating numbers used to provision the Service.

10.5 No Warranties. IN ADDITION TO THE DISCLAIMER SET FORTH AT SECTION 24.3 OF ARTICLE III OF THE AGREEMENT, NEITHER GTE NOR Tallgrass MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER OR TO ANY THIRD PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS APPENDIX, THAT THE SERVICES PROVIDED UNDER THIS APPENDIX WILL BE ERROR FREE OR THAT THE FACILITIES WILL OPERATE WITHOUT INTERRUPTION. GTE AND Tallgrass DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR a PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR FROM USAGES OF TRADE.

ARTICLE 11. RESERVATION OF RIGHTS

11.1 Rights Reserved. By entering into this Appendix to the Agreement, neither Party waives, releases or compromises any rights it may have to argue, in any federal or state regulatory proceeding (or in any judicial appeal following such a proceeding), in support of, or in opposition to any position, including but not limited to: (a) Accounting for deregulated (or detariffed) data base services; (b) removal from regulated accounts of expenses and investment associated with deregulated (or detariffed) data base services; and (c) any other issue pertinent to regulation or deregulation of costs which were, are now, or may in the future be, associated with the provisions of data base services. Each Party expressly reserves all its rights in connection with such matters.

Entire Agreement.

The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be

charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For GTE _____ INCORPORATED

For LICENSEE

(Signature of Authorized Agent)

(Signature of Officer)

(Printed Name of Authorized Agent)

(Printed Name of Officer)

(Title)

(Title)

(Date)

(Date)

ATTEST:

Corporate Seal (If Applicable)

EXHIBIT A
RATES AND CHARGES

for Interconnection at
GTE's _____ - _____, __ STP

| Rate Element | | Rates & Charges | |
|--------------|--|-----------------|---------|
| | | Nonrecurring | Monthly |
| 1. | STP Port Termination for an "a" Link Per Port | N/a | N/a |
| 2. | STP Port Termination for a "B" Link Per Port | N/a | N/a |
| 3. | 56 Kbps Digital Facility Dedicated Switched Access Transport Per Airline Mile | N/a | N/a |
| 4. | 56 Kbps Dedicated Switched Access Line | N/a | N/a |
| 5. | 1.544 Mbps (DS1) High Capacity Digital Facility Dedicated Switched Access Transport Per Airline Mile | N/a | N/a |
| 6. | 1.544 Mbps (DS1) Dedicated Switched Access Line | N/a | N/a |
| 7. | Facility Charge for "B" Links | N/a | N/a |
| 8. | ISUP Charge per Interconnection | N/a | N/a |
| 8.1 | For ISUP Service an additional SCP charge shall apply per interconnection. | | |

APPENDIX K
POLE ATTACHMENT AGREEMENT

1. Parties.

This agreement (Agreement) is between GTE _____ INCORPORATED, a State of _____ corporation having its principal office at _____ ("GTE"), and Tallgrass Communications, Inc., a corporation of the State of _____, having its principal office at _____ ("Licensee").

2. Definitions.

2.1 "GTE's poles" or "GTE pole(s)" means a pole or poles solely owned by GTE, jointly owned by GTE and another entity, and space on poles obtained by GTE through arrangements with the owner(s) thereof.

2.2 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.3 "Cable Television Services" means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.

2.4 "Attachments" means the equipment reasonably required by Licensee to provide its Telecommunications Services or Cable Television Services that is placed on GTE's poles.

2.5 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing attachments, placement, repair, or replacement of poles, or any other changes required to accommodate the Licensee's Attachments on a pole.

2.6 "Hazardous Materials" means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

2.7 "Attachment Fee" means the fee assessed per pole and paid by Licensee to place Attachments on GTE's poles.

3. Purpose.

3.1 Licensee represents to GTE that Licensee has a need to occupy, place and maintain Attachments on GTE's poles for the purpose of providing Telecommunications Services.

- 3.2 GTE agrees to permit Licensee to occupy, place and maintain its Attachments on such GTE poles as GTE may allow pursuant to the terms of this Agreement.

4. Grant of License.

GTE grants to Licensee and Licensee accepts from GTE a non-exclusive revocable license to occupy, place and maintain in a designated space on specified GTE poles Licensee's Attachments on the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with GTE's poles. GTE shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place or maintain Attachments on or otherwise use any or all GTE poles. Nothing herein is intended to, nor should it be construed to require GTE to construct or modify any facilities not needed for its own service requirements. GTE grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Services with the Attachments covered by this Agreement.

5. Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced in the first paragraph of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than ninety (90) calendar days prior to the end of the current term, this Agreement shall remain in effect for ninety (90) calendar days after such notice is received, provided, that in no case shall the term be extended beyond ninety (90) calendar days after the end of the current term.

6. Pole Attachment Requests (PARs).

- 6.1 Licensee shall submit a written Pole Attachment Request ("PAR") to GTE identifying the GTE poles upon which it desires to place Attachments. Each PAR shall be in a form specified by GTE and may be revised from time to time by GTE. All PARs submitted to GTE shall be processed on a first come, first served basis. GTE, in its sole judgment, will determine the availability of space on the GTE pole(s) specified in the PAR and will provide its response to the PAR within thirty (30) Business Days of its submission. Upon approval of the PAR, GTE shall return one copy thereof to Licensee bearing an endorsement acknowledging GTE's authorization. All Attachments placed on GTE's poles pursuant to an approved PAR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent PARs for approval by GTE as needed. GTE is under no obligation to provide general information respecting the location and availability of GTE poles, except as may be necessary to process a PAR. No Attachment shall be placed on any GTE pole identified in a PAR until that PAR has been approved by GTE.
- 6.2 Licensee shall pay GTE a fee for processing a PAR to compensate GTE for the general administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the GTE poles included in the PAR. GTE will charge its then current rates for administrative and engineering costs, as may be changed from time to time by GTE to remain consistent with prevailing costs.
- 6.3 Upon receiving an approved PAR, Licensee shall have the right, subject to the terms of this License, to place and maintain the facilities described in the PAR in the space designated on the

GTE poles identified therein.

- 6.4 In the event Make-Ready Work is necessary to accommodate Licensee's Attachments, GTE shall notify Licensee of such fact and provide Licensee with a good faith estimate of the total cost of such Make-Ready Work needed to accommodate Licensee's Attachments. Within fifteen (15) days after receiving such notice from GTE, Licensee shall notify GTE either (1) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to GTE at least ten (10) days prior to the date the Make-Ready Work is to begin or (2) that it desires to cancel its PAR.
- 6.5 GTE shall not be responsible to Licensee for any loss sustained by Licensee by reason of the refusal or failure of any other party with attachments on GTE's poles to rearrange or modify its attachments as may be required to accommodate Licensee's Facilities.
- 6.6 Licensee is not authorized and shall have no right to place facilities on any GTE pole unless that GTE pole is identified in an approved PAR.

7. Availability of Information Regarding Space on Poles.

GTE will provide information regarding the availability of pole space within thirty (30) Business Days of a written request by Licensee. Because GTE will endeavor to determine available space as quickly as possible, a shorter interval may be experienced for requests of a limited scope where physical field verification is not necessary. In the event the thirty (30) Business Day time frame cannot be met, GTE shall so advise Licensee and shall seek a mutually satisfactory alternative response date. No representation regarding the availability of space shall be made in the absence of a physical field verification.

8. Authority to Place Attachments.

- 8.1 Before Licensee places any Attachments on GTE's poles pursuant to an approved PAR, Licensee shall submit evidence satisfactory to GTE of its authority to erect and maintain the facilities to be placed on GTE's poles within the public streets, highways and other thoroughfares or on private property. Licensee shall be solely responsible for obtaining all rights-of-way, easements, licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to place Attachments on GTE's poles. In the event Licensee must obtain any additional easements, permits, approvals, licenses and/or authorizations from any governmental authority or private individual or entity in order to utilize GTE's poles under an approved PAR, GTE shall, upon Licensee's request, provide written confirmation of its consent to Licensee's utilization of poles in a particular location in accordance with this Agreement, if needed by Licensee to obtain such additional approvals or authorizations. GTE shall also provide maps or drawings of its facilities' locations to the extent reasonably required by such governmental authority or private individual or entity for purposes of considering or granting Licensee's request to it for authority or approval.
- 8.2 GTE shall not unreasonably intervene in or attempt to delay the granting of any rights-of-way, easements, licenses, authorizations, permits and consents from federal, state or municipal authorities or private property owners that may be required for Licensee to place its Attachments on GTE's poles.
- 8.3 If any right-of-way, easement, license, authorization, permit or consent obtained by Licensee is

subsequently revoked or denied for any reason, Licensee's permission to attach to GTE's poles shall terminate immediately and Licensee shall promptly remove its Attachments. Should Licensee fail to remove its Attachments within one hundred twenty (120) days of receiving notice to do so from GTE, GTE shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Attachments shall be reimbursed to GTE by Licensee upon demand.

- 8.4 Upon notice from GTE to Licensee that the cessation of the use of any one or more of GTE's poles is necessary for reasons of safety or has been directed by any federal, state or municipal authority, or private property owner, permission to attach to such pole or poles shall terminate immediately and Licensee promptly shall remove its Attachments. Should Licensee fail to remove its Attachments within the time frame provided by the requesting or directing party or one hundred twenty (120) days of receiving notice to do so from GTE, whichever is less, GTE shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Attachments shall be reimbursed to GTE by Licensee upon demand by GTE.

9. Placement of Attachments.

- 9.1 Licensee shall, at its own expense, place and maintain its Attachments on GTE's poles in accordance with (i) such requirements and specifications as GTE shall from time to time prescribe in writing, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety and Health Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibits ___ through ___ hereto, as may be revised from time to time by GTE.
- 9.2 Licensee's Facilities shall be tagged at maximum intervals of 300 feet so as to identify Licensee as the owner of the Facilities. The tags shall be of sufficient size and lettering so as to be easily read from ground level.

10. Failure of Licensee to Place Attachments.

Once Licensee has obtained an approved PAR, Licensee shall have sixty (60) days from the date the PAR is approved to begin the placement of its Attachments on the GTE poles covered by the PAR. If Licensee has not begun placing its Attachments within that sixty (60) day period, Licensee shall so advise GTE with a written explanation for the delay. If Licensee fails to advise GTE of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the sixty (60) days prescribed by this Section, the previously approved PAR shall be deemed rescinded by GTE and Licensee shall have no further right to place Attachments pursuant to that PAR.

11. Attachment Fees.

- 11.1 Licensee shall pay to GTE an Attachment Fee, as specified in Exhibit ___ hereto, for each GTE pole upon which Licensee obtains authorization to place an Attachment. The Attachment Fee may be increased by GTE from time to time as permitted by law upon sixty (60) days written notice to Licensee.
- 11.2 Attachments Fees shall become due and payable on the date a PAR is approved by GTE for all GTE poles identified in that PAR on a pro rata basis until the end of the then current year and thereafter on an annual basis within thirty (30) days of the date of a statement from GTE specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less.
- 11.3 GTE shall maintain an inventory of the total number of GTE poles occupied by Licensee based upon the cumulative number of poles specified in all PARs approved by GTE. GTE may, at its option, conduct a physical inventory of Licensee's Attachments under this Section. It shall be Licensee's sole responsibility to notify GTE of any and all removals of Attachments from GTE's poles. Except as provided in Section 18 of this Agreement in connection with the termination of this Agreement, such notice shall be provided to GTE at least thirty (30) days prior to the removal of the Attachments. Each Notice of Removal shall be in a form specified by GTE and may be revised from time to time at GTE's sole discretion. Licensee shall remain liable for Attachment Fees until Licensee's Attachments have been physically removed from GTE's poles.

12. Modifications, Additions or Replacements to Existing Attachments.

- 12.1 Licensee shall not modify, add to or replace Facilities on any pre-existing Attachment without first notifying GTE in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Attachments, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the poles involved.
- 12.2 Should GTE determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the reinforcement of, replacement of or an addition of support equipment to the poles involved in order to accommodate Licensee's modification, addition or replacement, GTE will so notify Licensee, whereupon Licensee will be required to submit a PAR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of its Attachments.
- 12.3 Access to GTE's poles for repairs, modifications, additions, or replacements required in emergency situations shall be governed by Section 22 of this Agreement.
- 12.4 Should Licensee request GTE to expand capacity or purchase additional plant, Licensee agrees to pay all costs.

13. Rearrangements to Accommodate Other Licensees.

Licensee acknowledges that at some point in the future it may become necessary to rearrange Licensee's Facilities in order to create space to accommodate the facilities of another licensee. Licensee agrees that in such event Licensee will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of Licensee's Facilities will be achieved.

14. Unauthorized Attachments.

14.1 The parties agree that because it would be impracticable and extremely difficult to determine the actual amount of damages resulting from Licensee's unauthorized Attachment(s), a charge equal to five (5) times the amount of the then current Attachment Fee shall be paid by Licensee to GTE for each unauthorized Attachment to a GTE pole. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay GTE an Attachment Fee for each unauthorized Attachment accruing from the date the unauthorized Attachment was first placed on the GTE pole. In the event that the date the unauthorized Attachment was first placed on a GTE pole cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first PAR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to GTE all costs incurred by GTE to rearrange any unauthorized Attachment(s) of Licensee if such rearrangement is required to safeguard GTE's Attachment(s) or to accommodate the Attachment(s) of another party whose Attachment(s) would not have required a rearrangement but for the presence of Licensee's unauthorized Attachment(s). Licensee shall also pay to GTE all costs incurred by GTE to reinforce, replace or modify any GTE pole, which reinforcement, replacement or modification was required as a result of the unauthorized Attachment of Licensee. The Attachment Fee referenced in this subsection 14.1 shall be determined in the same manner as such fee would have been determined if the attachment had been authorized by GTE.

14.2 For purposes of this section, an unauthorized Attachment shall include, but not be limited to:

- 14.2.1 An Attachment to a GTE pole which pole is not identified in any PAR approved in accordance with this Agreement;
- 14.2.2 An Attachment that occupies more space than that allocated to Licensee by GTE;
- 14.2.3 An Attachment that is not placed in accordance with the provisions of this Agreement or the appropriate PAR issued pursuant to this Agreement;
- 14.2.4 An addition or modification by Licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved GTE pole(s).
- 14.2.5 An Attachment that consists of facilities owned or controlled by, and for the use of a party other than Licensee.

15. Surveys and Inspections of Pole Attachments.

- 15.1 Upon written notice to Licensee, the total number and exact location of Licensee's Attachments on GTE's poles may be determined, at GTE's discretion, through a survey to be made not more than once per calendar year by GTE. If so requested, Licensee and/or any other entity owning or jointly owning the poles with GTE may participate in the survey. The costs incurred by GTE to conduct the survey shall be reimbursed to GTE by Licensee upon demand by GTE. If the Attachments of more than one Licensee are surveyed, each such Licensee shall contribute a proportionate share of the costs reimbursed to GTE.
- 15.2 Apart from surveys conducted in accordance with this section, GTE shall have the right to inspect any Attachment of Licensee on GTE's poles as conditions may warrant upon written notice to Licensee. Licensee shall, upon demand by GTE, reimburse GTE all costs incurred to conduct its inspection. No joint survey or inspection, or lack thereof, by GTE shall operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

16. Notice of Modification or Alteration of Poles by GTE.

- 16.1 In the event GTE plans to modify or alter any GTE pole(s) upon which Licensee has Attachments, GTE shall provide Licensee notice of the proposed modification or alteration at least thirty (30) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter its Attachments on the GTE poles to be modified or altered by GTE, Licensee shall so notify GTE in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by GTE to make such poles accessible to Licensee.
- 16.2 In the event GTE is required by a federal, state, or local authority to move, replace or change the location of any GTE pole(s), Licensee shall concurrently relocate Licensee's Attachments. GTE and each Licensee required to relocate its Attachments shall bear its own costs for such relocation.

17. Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, GTE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR a PARTICULAR PURPOSE.

18. Default and Remedies.

- 18.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Agreement:
- 18.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of ten (10) days after written notice thereof to Licensee;
- 18.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from GTE (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee commences to cure such default within such thirty (30) day period and proceeds

diligently thereafter to effect such cure);

- 18.1.3 The filing of any tax or mechanic's lien against GTE's poles which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;
 - 18.1.4 Licensee's voluntary or involuntary bankruptcy;
 - 18.1.5 Licensee's knowing use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking;
 - 18.1.6 If any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation or maintenance of Licensee's Attachments is denied or revoked.
- 18.2 In the event of a Material Default, GTE, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:
- 18.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which GTE shall have given Licensee notice, the cost of which performance shall be paid by Licensee to GTE upon demand;
 - 18.2.2 Terminate this Agreement by giving notice of such termination to Licensee and remove Licensee's Attachments and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby; or
 - 18.2.3 Exercise any other legal or equitable right or remedy which GTE may have.
- 18.3 Any costs and expenses incurred by GTE (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be repaid to GTE by Licensee upon demand.
- 18.4 Upon termination of this Agreement by GTE because of a material default by Licensee, Licensee shall remain liable to GTE for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by GTE in pursuit of its remedies hereunder, and additional liquidated damages which shall be an amount equal to one full year of Pole Attachment fees.
- 18.5 All rights and remedies of each party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

19. Indemnification.

- 19.1 Licensee shall compensate GTE for the full actual loss, damage or destruction of GTE's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments).
- 19.2 Licensee will further indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments), except to the extent caused by the gross negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns. Licensee further indemnifies GTE from subsequent taxes and fees that may be levied by municipalities ROWs in association with these agreements. Such fees that are levied would be in addition to the attachment/occupancy fees reflected in this Agreement. Licensee expressly assumes all liability for actions brought against GTE and GTE's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.
- 19.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve GTE of any and all liability for, loss or damage (and the consequences of loss or damage) to any Attachments placed on GTE's poles and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the gross negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.
- 19.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the gross negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.
- 19.5 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless GTE, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.
- 19.6 In no event shall either party be liable to the other party for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.

- 19.7 Licensee shall indemnify, protect and hold harmless GTE from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's equipment on GTE's poles pursuant to this Agreement.
20. Insurance.
- 20.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 19 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and GTE from all claims under any worker's compensation laws that may be applicable.
- 20.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by GTE and GTE shall be named as an additional insured in each such policy. Licensee shall submit to GTE certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to GTE. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, GTE shall have the option of paying any amount due and Licensee shall forthwith reimburse GTE the full amount paid by GTE.
- 20.3 Licensee shall promptly advise GTE in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Attachments.
- 20.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to GTE's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to GTE for rentals, inspections or for work performed by GTE for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that GTE be notified thirty (30) days prior to the expiration or cancellation of the policy.

21. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as GTE requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party by the collecting Party.

22. Emergency Restoration Procedures.

In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Attachments. While GTE shall not be responsible for the repair of Licensee's Attachments that are damaged (except by mutual written agreement), GTE shall nonetheless control access to its poles if the restoration is to be achieved in an orderly fashion.

22.1 Where GTE and Licensee are involved in emergency restorations, access to GTE's poles will be controlled by GTE's Maintenance District Manager or his/her on-site representative according to the following guidelines:

22.1.1 Service Disruptions/Outages

- (a) In the event of service disruptions and/or outages, while exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (b) Where simultaneous access is not possible, access will be granted by GTE on a first come, first served basis.

22.1.2 Service Affecting Emergencies

- (a) In the event of service affecting emergencies not resulting in service disruptions or outages, while exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.
- (b) Where GTE is unable to grant simultaneous access to all other entities with Attachments, access will be granted according to the level of damage to the Attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on

a first come, first served basis.

22.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Attachments, or any action or failure to act by GTE, under this Section 22 shall not constitute a basis for any claim by Licensee against GTE for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

23. Damage Suspected to Licensee's Facilities Only.

23.1 In the event Licensee receives information that Licensee's Attachments are damaged, Licensee shall notify GTE of said damage at a number to be provided later by GTE. This is a 24-hour, 7 days per week notification number. Licensee shall provide GTE all information known to it regarding the damage to Licensee's Attachments.

23.2 In the event GTE receives notice that Licensee's Facilities are damaged, GTE will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. GTE shall provide Licensee all information known to it regarding the damage to Licensee's Attachments.

23.3 After the giving of such notice by either Licensee or GTE, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Attachments, subject to the provisions of this Agreement.

23.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Licensee's Attachments, or any action or failure to act by GTE, appropriately or inappropriately, under this Section shall not be the basis for any claim by Licensee against GTE for any damage to Licensee's Attachments or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold GTE harmless from any such claim.

24. Abandonment.

Nothing in this Agreement shall prevent or be construed to prevent GTE from abandoning, selling, assigning or otherwise disposing of any poles or other GTE property used for Licensee's Attachments; provided, however, that GTE shall condition any such sale, assignment or other disposition subject to the rights granted to Licensee pursuant to this Agreement. GTE shall promptly notify Licensee of any proposed sale, assignment or other disposition of any poles or other GTE property used for Licensee's Attachments.

25. Notices.

Any written notice to be given to a party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective parties as follows:

To Licensee: _____

To GTE: _____

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

26. Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any of term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

27. Dispute Resolution.

27.1 Except in the case of (i) a suit, action or proceeding by GTE to compel Licensee to comply with its obligations to indemnify GTE pursuant to this Agreement or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy or claim arising out of or relating to this Agreement or its breach.

27.2 At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy or claim arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any subsequent lawsuit without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.

27.3 If a resolution of the dispute, controversy or claim is not reached within sixty (60) days of the initial written request, the dispute, controversy or claim shall be submitted to binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association (AAA), except as hereinafter provided. Discovery in any proceeding before the AAA shall be controlled by the arbitrator and shall be permitted to the extent set forth in this section. Parties may exchange, in any combination, up to thirty-five (35) (none of which may contain subparts) written interrogatories, demands to produce documents and

requests for admission. Each party may also take the oral deposition of one (1) witness. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration and shall be held in the city where GTE's local offices are located. The arbitrator shall rule on the dispute, controversy or claim by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 27.4 Each party shall bear its own costs, including attorneys' fees, incurred in connection with any of the foregoing procedures. A party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs). The fees associated with any arbitration, including the fees of the arbitrator, shall be divided equally between the parties.

28. Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, each party shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety.

29. Force Majeure.

Neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other cause beyond its control.

30. Assignment.

30.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of GTE. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of GTE shall be void.

30.2 GTE shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. GTE shall provide notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, GTE shall be released and discharged from all obligations and liabilities under this Agreement.

30.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

30.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

31. Applicable Law.

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of _____ without regard to its conflicts of laws provisions.

32. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations, guidelines, orders, or tariffs that are currently in force or that may be prescribed by any federal, state or local governmental authority. The parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation, guideline, order, or tariff. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

33. Headings.

All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

34. Entire Agreement.

The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For GTE:

For Licensee:

GTE

(Signature of Authorized Agent)
(Printed Name of Authorized Agent)
(Title)
(Date)

(Signature of Officer)
(Printed Name of Officer)
(Title)
(Date)

ATTEST:

Corporate Seal (If Applicable)

EXHIBIT ____
ATTACHMENT FEES

APPENDIX L
CONDUIT OCCUPANCY AGREEMENT

1. Parties.

This agreement (Agreement) is between GTE _____ INCORPORATED, a State of _____ corporation having its principal office at _____ ("GTE"), and Tallgrass Communications, Inc., a corporation of the State of _____, having its principal office at _____ ("Licensee").

2. Definitions.

- 2.1 "GTE's conduit(s)" or "GTE conduit(s)" means any reinforced passage or opening in, on, under/over or through the ground capable of containing communications facilities.
- 2.2 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 2.3 "Cable Television Services" means the transmission to subscribers of off-the-air pickup of broadcast signals or the transmission, without separate charge, of locally originated closed circuit television to the subscribers of off-the-air service.
- 2.4 "Conduit" or "Duct" means a single enclosed raceway used to house Innerduct.
- 2.5 "Innerduct," unless otherwise specified or approved by GTE, shall mean a single enclosed raceway 1" or 1-1/4" in diameter, placed within duct and used for housing communications facilities.
- 2.6 "Facilities" means all facilities, including, but not limited to, cables, equipment and associated hardware, owned and utilized by the Licensee which occupy an innerduct.
- 2.7 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing facilities, placement, repair, or replacement of duct or innerduct, or any other changes required to accommodate the Licensee's Facilities in a conduit.
- 2.8 "Manholes" and "handholes" mean subsurface enclosures which personnel may enter and use for the purpose of installing, operating and maintaining communications facilities.
- 2.9 "Hazardous Materials" means (i) any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority, (ii) any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or (iii) any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.
- 2.10 "Occupancy Fee" means the fee paid by Licensee to GTE per linear foot for each innerduct

occupied by Licensee's Facilities in GTE's Conduit(s).

3. Purpose.

Licensee represents to GTE that Licensee has a need to occupy, place and maintain communications facilities within GTE's conduit(s) for the purpose of providing Telecommunications Service. GTE agrees to permit Licensee to occupy, place and maintain communications facilities within GTE's conduit(s) as GTE may allow pursuant to the terms of this Agreement.

4. Grant of License.

GTE grants to Licensee and Licensee accepts from GTE a non-exclusive revocable license to occupy, place and maintain in a designated space in specified GTE conduits Licensee's Facilities on the terms and conditions set forth herein. Licensee shall have no further right, title, or other interest in connection with GTE's conduit(s). GTE shall have the right to grant, renew or extend privileges to others not parties to this Agreement to occupy, place and maintain facilities in or otherwise use any or all of GTE's conduit(s). Nothing herein is intended to, nor should it be construed to require GTE to construct or modify any facilities not needed for its own service requirements. GTE grants this license in reliance on the representation of Licensee that Licensee intends to provide Telecommunications Service with Licensee's Facilities covered by this Agreement.

5. Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be two (2) years from the effective date referenced in the first paragraph of this Agreement and shall continue in effect for consecutive one (1) year terms until either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term. In the event notice is given less than ninety (90) calendar days prior to the end of the current term, this Agreement shall remain in effect for ninety (90) calendar days after such notice is received, provided, that in no case shall the term be extended beyond ninety (90) calendar days after the end of the current term.

6. Conduit Occupancy Requests.

6.1 Upon execution of this Agreement, Licensee shall have the right to submit a written Conduit Occupancy Request ("COR") to GTE specifying the GTE conduits in which it desires to place its Facilities. Each COR shall be in a form specified by GTE, which form may be revised from time to time by GTE. CORs received by GTE shall be processed on a first come, first served basis. GTE will determine the availability of space for Licensee's Facilities in the GTE conduit(s) specified in the COR within thirty (30) Business Days of its submission. Upon approval of the COR, GTE shall return a copy thereof to Licensee bearing an endorsement acknowledging GTE's authorization. All of Licensee's Facilities placed in GTE's conduit(s) pursuant to an approved COR shall become subject to all of the terms and conditions of this Agreement. Licensee may submit subsequent CORs for approval by GTE as needed. All of Licensee's Facilities shall be placed in innerduct unless otherwise approved by GTE. No facilities of any kind shall be placed in any GTE conduit(s) identified in a COR until that COR has been approved by GTE.

6.2 Licensee shall pay GTE a fee for processing a COR to compensate GTE for the general

administrative costs as well as the actual engineering costs reasonably incurred. The fee for engineering costs shall be computed by multiplying the fully loaded hourly rate for an engineer times the number of hours reasonably required by each engineer to inspect the GTE conduits included in the COR. GTE will charge its then current rates for administrative and engineering costs, as may be changed from time to time by GTE to remain consistent with prevailing costs.

- 6.3 Upon receiving an approved COR, Licensee shall have the right, subject to the terms of this Agreement, to place and maintain Licensee's Facilities described in the COR in the innerducts of the GTE conduit(s) identified therein.
- 6.4 In the event Make-Ready Work is necessary to accommodate Licensee's Facilities, GTE shall notify Licensee of such fact and provide Licensee with an estimate of the total cost of such Make-Ready Work. Within fifteen (15) days after receiving such notice from GTE, Licensee shall notify GTE either (1) that Licensee shall pay all of the costs actually incurred to perform the Make-Ready Work and shall pay the total estimated amount to GTE at least ten (10) days prior to the date the Make-Ready Work is to begin or (2) that it desires to cancel its COR.
- 6.5 Nothing herein shall confer any right upon Licensee to place power cables or related power equipment in GTE conduit(s) or Manholes. Licensee shall place equipment of this nature in its own pull boxes outside of GTE's Conduit(s) or Manholes. Cable connectors or splicing devices shall not be used by Licensee in GTE's conduit(s) or innerducts.

7. Availability of Conduit Maps.

Existing conduit maps will be made available for viewing by Licensee for the purpose of pre-order planning at the GTE area engineering offices during normal business hours, subject to reasonable advance notification. While a formal written request will not be required in connection with the first request by Licensee to view conduit maps, GTE reserves the right to refuse any subsequent viewing request or require written justification for the request if Licensee has demonstrated that it does not have a good faith intention to submit a COR. If the availability of specific point-to-point conduits can be determined at the time of viewing conduit maps, maps reflecting such point-to-point conduits may be made available for copying. Licensee shall pay to GTE a fee for making such copies available sufficient to cover the general administrative costs incurred. IN MAKING CONDUIT MAPS AVAILABLE, GTE WILL BE MAKING NO EXPRESS OR IMPLIED WARRANTY REGARDING THEIR ACCURACY OTHER THAN THAT THEY ARE THE SAME CONDUIT MAPS USED BY GTE IN ITS DAY-TO-DAY OPERATIONS.

8. Availability of Information Regarding Space In Conduits.

GTE will provide information regarding the availability of conduit space within thirty (30) Business Days of a written request by Licensee. Because GTE will endeavor to determine available space as quickly as possible, a shorter interval may be experienced for requests of a limited scope where physical field verification is not necessary. In the event the thirty (30) Business Day time frame cannot be met, GTE shall so advise Licensee and shall seek a mutually satisfactory alternative response date. No representation regarding the availability of space shall be made in the absence of a physical field verification.

9. Authority to Place Licensee's Facilities.

- 9.1 Before Licensee places any of Licensee's Facilities in GTE's conduit(s) pursuant to an approved COR, Licensee, upon request, shall submit sufficient evidence to GTE of its authority to maintain the Facilities to be placed in GTE's conduit(s) within the public streets, highways and other thoroughfares or on private property. Licensee shall be solely responsible for obtaining all licenses, authorizations, permits and consents from federal, state and municipal authorities or private property owners that may be required to place and maintain Licensee's Facilities in GTE's conduit(s).
- 9.2 GTE shall not attempt to prevent or delay the granting of any rights-of-way, easements, licenses, authorizations, permits and consents from any federal, state or municipal authorities, or private property owners that may be required by Licensee to place Licensee's Facilities in GTE's conduit(s).
- 9.3 If any right-of-way, easement, license, authorization, permit or consent obtained by Licensee is subsequently revoked or denied for any reason, Licensee's permission to occupy GTE's conduit(s) shall terminate immediately and Licensee shall promptly remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from GTE, GTE shall have the option to remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Facilities shall be reimbursed to GTE by Licensee upon demand.
- 9.4 Upon notice from GTE to Licensee that the cessation of the use of any portion of GTE's conduit(s) has been ordered or directed by any federal, state or municipal authority, or private property owner, Licensee's permission to occupy such GTE conduit(s) shall terminate immediately and Licensee promptly shall remove Licensee's Facilities. Should Licensee fail to remove Licensee's Facilities within thirty (30) days of receiving notice to do so from GTE, GTE shall have the option to remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby. All costs incurred by GTE to remove Licensee's Facilities shall be reimbursed to GTE by Licensee upon demand by GTE.

10. Placement of Licensee's Facilities.

- 10.1 Licensee shall, at its sole expense, place and maintain Licensee's Facilities in GTE's conduit(s) in accordance with (i) such requirements and specifications as GTE shall from time to time prescribe in writing, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) all currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety And Health Act. Licensee agrees to comply, at its sole risk and expense, with all specifications included in Exhibits __ through __ hereto, as may be revised from time to time by GTE.

10.2 Licensee's Facilities shall be tagged at each manhole so as to identify Licensee as the owner of the Facilities. The tags shall be of sufficient size and lettering so as to be easily read.

11. Failure of Licensee to Occupy Conduit Space.

Upon approval of a COR, Licensee shall have sixty (60) days in which to begin the placement of Licensee's Facilities in the GTE conduit(s) covered by the COR. If Licensee has not begun placing its Facilities within that sixty (60) day period, Licensee shall so advise GTE with a written explanation for the delay. If Licensee fails to advise GTE of its delay, with a written explanation therefor, or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Facilities within the sixty (60) days prescribed by this Section, the previously approved COR shall be deemed rescinded by GTE and Licensee shall have no further right to place Licensee's Facilities pursuant to that COR.

12. Occupancy Fees.

12.1 Licensee shall pay to GTE an Occupancy Fee, as specified in Exhibit ___ hereto, for each linear foot of innerduct occupied by Licensee's Facilities in GTE's conduit(s). If Licensee's Facilities occupy more than one innerduct, a separate Occupancy Fee shall be paid by Licensee for each innerduct occupied. The Occupancy Fee specified in Exhibit ___ hereto is the fee applicable to 1" or 1-1/4" diameter innerduct. GTE reserves the right to charge a higher fee for innerduct of greater diameter. The Occupancy Fee may be increased by GTE from time to time as permitted by law upon sixty (60) days written notice to Licensee.

12.2 Occupancy Fees shall become due and payable on the date a COR is approved by GTE for all GTE innerducts identified in that COR on a pro rata basis until the end of the calendar year and thereafter on an annual basis within thirty (30) days of the receipt of a statement from GTE specifying the fees to be paid. Any payment after thirty (30) days shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less.

12.3 GTE shall maintain an inventory of the total linear footage of innerduct occupied by Licensee's Facilities in GTE's conduit(s) based upon the cumulative linear footage per innerduct from all CORs approved by GTE. GTE may, at its option, conduct a physical inventory of Licensee's Facilities for purposes of determining the Occupancy Fees to be paid by Licensee under this section. It shall be Licensee's sole responsibility to notify GTE of any and all removals of Licensee's Facilities from GTE's conduit(s). Written notice of such removals (unless they are covered by Section 17 of this Agreement) shall be provided to GTE at least thirty (30) days prior to the removal. Each Notice of Removal shall be in a form specified by GTE. Licensee shall remain liable for all Occupancy Fees until Licensee's Facilities have been physically removed from GTE's conduits.

13. Modifications, Additions or Replacements of Licensee's Facilities.

- 13.1 Licensee shall not modify, add to or replace Licensee's Facilities in any GTE conduit(s) without first notifying GTE in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include: (1) the date the activity is scheduled to begin, (2) a description of the planned modification, addition or replacement, (3) a representation that the modification, addition or replacement will not require any space other than the space previously designated for Licensee's Facilities, and (4) a representation that the modification, addition or replacement will not impair the structural integrity of the GTE conduit(s) involved.
- 13.2 Should GTE determine that the modification, addition or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require any modification, replacement or reinforcement of the GTE conduit(s) involved in order to accommodate Licensee's modification, addition or replacement, GTE will so notify Licensee, whereupon Licensee shall be required to submit a COR in compliance with this Agreement in order to obtain authorization for the modification, addition or replacement of Licensee's Facilities.
- 13.3 Access to GTE's conduit(s) for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of Section 21 of this Agreement.

14. Unauthorized Occupancy of GTE Conduit.

- 14.1 It is agreed that a charge equal to five (5) times the amount of the then current Occupancy Fee shall be paid by Licensee to GTE for each unauthorized occupancy of GTE's conduit(s) by Licensee. Such payment shall be deemed liquidated damages and not a penalty. Licensee also shall pay GTE an Occupancy Fee for each unauthorized occupancy accruing from the date the unauthorized occupancy first began. In the event that the date the unauthorized occupancy first began cannot be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Agreement or, if no physical inventory has been conducted, the date the first COR from Licensee was approved in accordance with this Agreement. Licensee also shall pay to GTE all costs incurred by GTE to rearrange Licensee's Facilities that are unauthorized if such rearrangement is required to safeguard GTE's facilities or to accommodate the facilities of another party whose facilities would not have required a rearrangement but for the presence of Licensee's unauthorized facilities. Licensee also shall pay to GTE all costs incurred by GTE to reinforce, replace or modify any GTE conduit(s), which reinforcement, replacement or modification is required as a result of the unauthorized occupancy by Licensee. The Occupancy Fee referenced in this subsection 14.1 shall be determined in the same manner as such a fee would have been determined if the occupancy had been authorized by GTE.
- 14.2 For purposes of this section, an unauthorized occupancy shall include, but not be limited to:
- 14.2.1 The presence of Licensee's Facilities in any GTE conduit which conduit is not identified in any COR approved in accordance with this Agreement;

- 14.2.2 The presence of Licensee's Facilities in any GTE conduit that occupies more space than that allocated to Licensee by GTE;
- 14.2.3 Licensee's Facilities that are not placed in accordance with the provisions of this Agreement or the appropriate COR issued pursuant to this Agreement;
- 14.2.4 An addition or modification by Licensee to its pre-existing Facilities in any GTE conduit that impairs the structural integrity of that GTE conduit.
- 14.2.5 The presence of facilities in GTE's conduit(s) placed by Licensee that are owned or controlled by and for the use of a party other than Licensee.

15. Modification or Alteration GTE Conduits.

- 15.1 In the event GTE plans to modify or alter any GTE conduit(s) that house Licensee's Facilities, GTE shall provide Licensee notice of the proposed modification or alteration at least fourteen (14) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter Licensee's Facilities in the GTE conduit(s) to be modified or altered by GTE, Licensee shall so notify GTE in writing. In such event, Licensee shall bear a proportionate share of the total costs incurred by GTE to make the GTE conduit(s) accessible. Licensee's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Licensee to the total amount of new space occupied by all of the parties joining in the modification.
- 15.2 In the event GTE moves, replaces or changes the location, alignment or grade of GTE's conduit(s) ("relocation") for reasons beyond GTE's control, Licensee concurrently shall relocate Licensee's Facilities. Licensee shall be solely responsible for the costs of the relocation of Licensee's Facilities.

16. Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, GTE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR a PARTICULAR PURPOSE.

17. Default and Remedies.

- 17.1 The occurrence of any one of the following shall be deemed a Material Default by Licensee under this Agreement:
 - 17.1.1 Failure by Licensee to pay any fee or other sum required to be paid under the terms of this Agreement and such default continues for a period of five (5) days after written notice thereof to Licensee;
 - 17.1.2 Failure by Licensee to perform or observe any other term, condition, covenant, obligation or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from GTE (provided that if such default is not curable within such thirty (30) day period, the period will be extended if Licensee

commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure);

- 17.1.3 The filing of any tax or mechanic's lien against any GTE conduit(s) which is not bonded or discharged within thirty (30) days of the date Licensee receives notice that such lien has been filed;
 - 17.1.4 Licensee's voluntary or involuntary bankruptcy;
 - 17.1.5 Licensee's knowing use or maintenance of Licensee's Facilities in violation of any law or regulation, or in aid of any unlawful act or undertaking;
 - 17.1.6 If any authorization which may be required of the Licensee by any governmental or private authority for the placement, operation or maintenance of Licensee's Facilities is denied or revoked.
- 17.2 In the event of a Material Default, GTE, without any further notice to the Licensee (except where expressly provided for below or required by applicable law) may do any one or more of the following:
- 17.2.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which GTE shall have given Licensee notice, the cost of which performance shall be paid by Licensee to GTE upon demand;
 - 17.2.2 Terminate this Agreement by giving notice of such termination to Licensee and remove Licensee's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Licensee without GTE being deemed guilty of trespass or conversion, and without GTE becoming liable for any loss or damages to Licensee occasioned thereby; or
 - 17.2.3 Exercise any other legal or equitable right or remedy which GTE may have.
- 17.3 Any costs and expenses incurred by GTE (including, without limitation, reasonable attorneys' fees) in enforcing this Agreement shall be paid to GTE by Licensee upon demand.
- 17.4 Upon termination of this Agreement by GTE, Licensee shall remain liable to GTE for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorneys' fees incurred by GTE in pursuit of its remedies hereunder, and additional liquidated damages which shall be an amount equal to one full year of Occupancy Fees.
- 17.5 All rights and remedies of GTE set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

18. Indemnification.

- 18.1 Licensee shall compensate GTE for the full actual loss, damage or destruction of GTE's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities).
- 18.2 Licensee will further indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns, from any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees), statutory fines or penalties, actions or claims for personal injury (including death), damage to property, or other damage or financial loss of whatever nature in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Facilities), except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns. Licensee further indemnifies GTE from subsequent taxes and fees that may be levied by municipalities ROWs in association with these agreements. Such fees that are levied would be in addition to the attachment/occupancy fees reflected in this Agreement. Licensee expressly assumes all liability for actions brought against GTE and GTE's agents, officers, employees and assigns, by Licensee's agents, officers or employees and Licensee expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.
- 18.3 Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve GTE of any and all liability for, loss or damage (and the consequences of loss or damage) to any of Licensee's Facilities placed in any GTE conduit(s) and any other financial loss sustained by Licensee, whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.
- 18.4 Without limiting the foregoing, Licensee expressly agrees to indemnify, defend and hold harmless GTE and GTE's agents, officers, employees and assigns from any and all claims asserted by customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused by the negligence or willful misconduct on the part of GTE or GTE's agents, officers, employees and assigns.
- 18.5 Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless GTE, its agents, officers, employees and assigns from and against any claims, liabilities, losses, damages, fines, penalties and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the indemnified parties suffer or incur because of: (i) any discharge of Hazardous Waste resulting from acts or omissions of Licensee or the Licensee's predecessor in interest; (ii) acts or omissions of the Licensee, its agents, employees, contractors or representatives in connection with any cleanup required by law, or (iii) failure of Licensee to comply with Environmental, Safety and Health Laws.
- 18.6 In no event shall GTE be liable to Licensee for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Agreement or any obligation arising hereunder, whether in an action for or arising out of

breach of contract, tort or otherwise.

- 18.7 Licensee shall indemnify, protect and hold harmless GTE from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's equipment in GTE's Ducts pursuant to this Agreement.

19. Insurance.

- 19.1 Licensee shall carry insurance, at its sole cost and expense, sufficient to cover its indemnification obligations as set forth in Section 18 of this Agreement. Such insurance shall include, but not be limited to, coverage against liability due to personal injury or death of persons in the amount of \$500,000 as to any one person and \$1,000,000 as to any one accident; coverage against liability due to property damage in the amount of \$500,000 as to each accident and \$500,000 aggregate; and coverage necessary to fully protect both it and GTE from all claims under any worker's compensation laws that may be applicable.
- 19.2 All insurance required of Licensee under this Agreement shall remain in force for the entire life of this Agreement. The company or companies issuing such insurance shall be approved by GTE and GTE shall be named as an additional insured in each such policy. Licensee shall submit to GTE certificates by each insurer to the effect that the insurer has insured Licensee for all potential liabilities of Licensee under this Agreement, and that it will not cancel or change any policy of insurance issued to Licensee except upon thirty (30) days notice to GTE. In the event Licensee's insurance coverage is to be canceled by reason of non-payment of premiums due, GTE shall have the option of paying any amount due and Licensee shall forthwith reimburse GTE the full amount paid by GTE.
- 19.3 Licensee shall promptly advise GTE in writing of any and all claims for damages, including, but not limited to, damage to property or injury to or death of persons, allegedly arising out of or in any manner related, directly or indirectly, to the presence or use of Licensee's Facilities.
- 19.4 Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage, the terms of which shall be subject to GTE's approval, in the amount of ten thousand dollars (\$10,000) to guarantee the payment of any sums which may become due to GTE for rentals, inspections or for work performed by GTE for the benefit of Licensee under this Agreement, including the removal of Licensee's equipment pursuant to any of the provisions hereof. All bonds must specify that the GTE be notified thirty (30) days prior to the expiration or cancellation of the policy.

20. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as GTE requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party by the collecting Party.

21. Emergency Restoration Procedures.

In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Facilities in GTE's conduit(s). While GTE shall not be responsible for the repair of Licensee's Facilities that are damaged (except by mutual written agreement), GTE shall nonetheless control access to its Conduits if the restoration is to be achieved in an orderly fashion.

21.1 Where GTE and Licensee are involved in emergency restorations, access to GTE's conduit(s) will be controlled by GTE's Maintenance District Manager or his/her on-site representative according to the following guidelines:

21.1.1 Service Disruptions/Outages

- (a) In the event of service disruptions and/or outages, while exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with facilities in GTE's conduit(s) as is reasonably safe.
- (b) Where simultaneous access is not possible, access will be granted by GTE on a first come, first served basis.

21.1.2 Service Affecting Emergencies

- (a) In the event of service affecting emergencies not resulting in service disruptions or outages, while exercising its right to first access, GTE shall make all reasonable efforts to grant access to as many other entities with facilities in GTE's conduit(s) as is reasonably safe.
- (b) Where GTE is unable to grant simultaneous access to all other entities with facilities in GTE's conduit(s), access will be granted according to the level of damage to the facilities of each entity and the likelihood that a given level of damage will result in service disruption. Where the

likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

21.2 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Licensee's Facilities, or any action or failure to act by GTE under this Section 21 shall not constitute a basis for any claim by Licensee against GTE for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

22. Damage Suspected to Licensee's Facilities Only.

22.1 In the event Licensee receives information that Licensee's Facilities are damaged, Licensee shall notify GTE of said damage at [---TELEPHONE NUMBER---]. This is a 24-hour, 7 days per week notification number. Licensee shall provide GTE all information known to it regarding the damage to Licensee's Facilities.

22.2 In the event GTE receives notice that Licensee's Facilities are damaged, GTE will notify Licensee of said damage by telephone at the Licensee's emergency telephone number. GTE shall provide Licensee all information known to it regarding the damage to Licensee's Facilities.

22.3 After the giving of such notice by either Licensee or GTE, Licensee shall be authorized to perform emergency restoration maintenance activities in connection with Licensee's Facilities, subject to the provisions of this Agreement.

22.4 Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by GTE regarding access to Licensee's facilities, or any action or failure to act by GTE, appropriately or inappropriately, under this Section shall not be the basis for any claim by Licensee against GTE for any damage to Licensee's Facilities or disruption of Licensee's services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee and Licensee shall indemnify and hold GTE harmless from any such claim.

23. Access to GTE's Manholes/Handholes.

23.1 GTE will allow Licensee to audit manholes/handholes that are included in any COR submitted to GTE to confirm usability. Licensee shall give GTE at least fourteen (14) days advance written notice of its desire to audit and shall obtain all authorizations from appropriate authorities required to open the manholes/handholes. GTE shall have the right to have a GTE employee or agent present when its manholes/handholes are being opened. Such GTE employee or agent shall have the authority to suspend Licensee's activities in and around GTE's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse GTE the cost of having GTE's employee or agent present. Such charge shall be GTE's fully loaded labor rates then in effect.

23.2 For purposes other than to audit usability, GTE's manholes/handholes shall be opened only as permitted by GTE and only after Licensee has obtained all necessary authorizations

from appropriate authorities to open manholes/handholes and conduct work operations therein. GTE shall have the right to have a GTE employee or agent present at any site at which its manholes/handholes are being opened. Such GTE employee or agent shall have the authority to suspend Licensee's work operations in and around GTE's manholes/handholes if, in the sole discretion of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to reimburse GTE the cost of having GTE's employee or agent present. Such charge shall be GTE's fully loaded labor rates then in effect. The presence of GTE's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around GTE's conduit(s) in a safe and workmanlike manner, in accordance with the terms of this Agreement.

24. Abandonment.

Nothing in this Agreement shall prevent or be construed to prevent GTE from abandoning, selling, assigning or otherwise disposing of any GTE conduit(s) or other GTE property used in connection with Licensee's Facilities; provided, however, that GTE shall condition any such sale, assignment or other disposition subject to the rights granted to Licensee pursuant to this Agreement. GTE shall promptly notify Licensee of any proposed sale, assignment or other disposition of any GTE conduit(s) or other GTE property used in connection with Licensee's Facilities.

25. Notices.

Any written notice to be given to a party to this Agreement shall be in writing and given or made by means of telegram, facsimile transmission, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid, and addressed or directed to the respective parties as follows:

To Licensee: _____

To GTE: _____

Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered or certified mail, return receipt requested, on the date of receipt thereof and, if given by facsimile transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

26. Non-Waiver of Terms and Conditions.

No course of dealing, course of performance or failure to enforce any of term, right, condition or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

27. Dispute Resolution.

- 27.1 Except in the case of (i) a suit, action or proceeding by GTE to compel Licensee to comply with its obligations to indemnify GTE pursuant to this Agreement or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy or claim arising out of or relating to this Agreement or its breach.
- 27.2 At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy or claim arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any subsequent lawsuit without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.
- 27.3 If a resolution of the dispute, controversy or claim is not reached within sixty (60) days of the initial written request, the dispute, controversy or claim shall be submitted to binding arbitration by a single arbitrator pursuant to the rules of the American Arbitration Association (AAA), except as hereinafter provided. Discovery in any proceeding before the AAA shall be controlled by the arbitrator and shall be permitted to the extent set forth in this section. Parties may exchange, in any combination, up to thirty-five (35) (none of which may contain subparts) written interrogatories, demands to produce documents and requests for admission. Each party may also take the oral deposition of one (1) witness. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration and shall be held in the city where GTE's local offices are located. The arbitrator shall rule on the dispute, controversy or claim by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 27.4 Each party shall bear its own costs, including attorneys' fees, incurred in connection with any of the foregoing procedures. A party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs). The fees associated with any arbitration, including the fees of the arbitrator, shall be divided equally between the parties.

28. Compliance With Laws.

Notwithstanding anything to the contrary in this Agreement, Licensee shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of (i) workers' compensation laws, (ii) unemployment compensation laws, (iii) the Federal Social Security Law, (iv) the Fair Labor Standards Act, and (v) all laws, regulations, rules, guidelines, policies, orders, permits and approvals of any governmental authority relating to environmental matters and/or occupational safety.

29. Force Majeure.

Except for payment of the Occupancy Fees and other amounts payable under this Agreement, neither party shall have any liability for its delays or its failure in performance due to fire, flood, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other cause beyond its control.

30. Assignment.

30.1 The rights and obligations of Licensee under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of GTE. An assignment, transfer or sub-license of this Agreement by Licensee shall not relieve Licensee of its obligations under this Agreement. Any assignment attempted without the prior written consent of GTE shall be void.

30.2 GTE shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part. GTE shall provide notice to Licensee of any assignment which shall state the effective date thereof. Upon the effective date and to the extent of the assignment, GTE shall be released and discharged from all obligations and liabilities under this Agreement.

30.3 Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

30.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

31. Applicable Law.

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the State of _____ without regard to its conflicts of laws provisions.

32. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

33. Headings.

All headings contained in this Agreement are for convenience only and are not intended to affect the meaning or interpretation of any part of this Agreement.

34. Entire Agreement.

The terms and conditions of this Agreement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their authorized representatives.

For GTE:

For Licensee:

GTE

(Signature of Authorized Agent)
(Printed Name of Authorized Agent)
(Title)
(Date)

(Signature of Officer)
(Printed Name of Officer)
(Title)
(Date)

ATTEST:

Corporate Seal (If Applicable)

EXHIBIT ____
OCCUPANCY FEES

APPENDIX M
RECIPROCAL COMPENSATION FOR CALL TERMINATION

1. This document describes the reciprocal compensation arrangements between Tallgrass and GTE for Local Tariff, Toll and Switched Access Services. The Parties shall compensate each other for transport and termination of such traffic at the rates provided in Appendix D and/or the appropriate Parties' Switched Access Tariff.
2. Compensation for Call Termination
 1. Reciprocal compensation does not apply in a resale environment.
 2. The following compensation terms shall apply in all cases where Tallgrass purchases GTE's unbundled Local Switching:
 1. For local intra-switch calls between lines connected to GTE's switch where Tallgrass has purchased GTE's unbundled Local Switching, the Parties agree to impose no call termination charges on each other. GTE's Local Switching charge will apply as described below where the call is:
 - (a) Originated by Tallgrass's customer and completed to a GTE customer:
 - (1) (For use of the local switch): Local Switching charge at the originating office will apply to Tallgrass.
 - (b) Originated by Tallgrass's customer and completed to the customer of a Third Party LEC (not affiliated with Tallgrass) using GTE's unbundled Local Switching:
 - (1) (For use of the local switch): Local Switching charge at the originating office will apply to Tallgrass.
 - ? Originated by Tallgrass's customer and completed to another Tallgrass's customer using GTE's unbundled Local Switching.
 - (1) (For use of the local switch): Local Switching charge at the originating office will apply to Tallgrass.

- (d) Originated by a GTE customer and terminated to Tallgrass's customer using GTE's unbundled Local Switching.

- (1) No Local Switching charge will apply.

- (e) Originated by the customer of a Third Party LEC (not affiliated with Tallgrass) using GTE's unbundled Local Switching and terminated to Tallgrass's customers using GTE's unbundled Local Switching.

- (1) No Local Switching charge will apply to Tallgrass.

- 2. For Local inter-switch calls where Tallgrass has purchased GTE's unbundled Local Switching.

GTE's charges will apply to Tallgrass described below where the call is:

- (a) Originated from Tallgrass's end-user customer using GTE's unbundled Local Switching and completed to a GTE customer.

- (1) (For use of the local switch): Local Switching charge at the originating office.

- (2) a mileage-based transport charge will apply when Tallgrass uses GTE's transport.

- (3) (For call termination): Charges for local interconnection/call termination, when applicable.

- (b) Originated from Tallgrass's customer using GTE's unbundled Local Switching and completed to a Third Party LEC (not affiliated with Tallgrass) customer using GTE's unbundled Local Switching.

- (1) (For use of the local switch): Local Switching charge at the originating office.

- (2) a mileage-based transport charge will apply when Tallgrass uses GTE's transport.

- ? Originated from Tallgrass's customer using GTE's unbundled Local Switching and completed to the interconnected network of a Third Party

LEC (not affiliated with Tallgrass).

- (1) (For use of the local switch): Local Switching charge at the originating office.
 - (2) a mileage-based transport charge will apply when Tallgrass uses GTE's transport, and mileage shall be measured between the originating office and the POI of the Third Party's network.
- (d) Originated from Tallgrass's customer using GTE's unbundled Local Switching and completed to Tallgrass's customer using GTE's unbundled Local Switching.
- (1) (For use of the local switch): Local Switching charge at the originating office.
 - (2) a mileage-based transport charge will apply when Tallgrass uses GTE's transport.
 - (3) (For use of the local switch): Local Switching charge at the terminating office.
- (d) Originated by a GTE customer and terminated to Tallgrass's customer using GTE's unbundled Local Switching.
- (1) (For use at local switch): Local Switching Charge at the terminating office.
 - (2) (For call termination): Tallgrass shall charge GTE for local interconnection/call termination, when applicable.
- (f) Originated by a customer of a third-party LEC (not affiliated with Tallgrass) using GTE's unbundled Local Switching and terminated to Tallgrass's customer using GTE's unbundled Local Switching.
- (1) (For use of the local switch): Local Switching charge at the terminating office.
- (g) Originated by a customer of the interconnected network of a third-party LEC (not affiliated with Tallgrass) and terminated to Tallgrass's customer using GTE's unbundled Local Switching.

- (1) (For use of the local switch): Local Switching charge at the terminating office.
3. For intraLATA toll calls where Tallgrass has purchased GTE's unbundled Local Switching, charges per Unbundled Network Element pricing shall apply as follows:
 - a. Originated by Tallgrass's customer and completed to a GTE customer.
 1. (For use of the local switch): Local Switching charge plus RIC and CCLC (Residual Interconnection Charge) at the originating office.
 2. Shared transport charge between the two offices will apply when Tallgrass uses GTE's transport.
 3. (For call termination): End Office Switching charge at the terminating office (Switched Access Rate).
 4. RIC and CCLC at the terminating office.
 - B. Originated by Tallgrass's customer and completed to the customer of a third-party LEC (not affiliated with Tallgrass) using GTE's unbundled Local Switching in a distant end office.
 1. (For use of the local switch): Local Switching charge plus RIC and CCLC at the originating office.
 2. Shared transport charge between the two offices will apply when Tallgrass uses GTE's transport.
 - C. Originated by Tallgrass customer and completed to the network of a third-party LEC (not affiliated with Tallgrass) interconnected with GTE's network.
 1. (For use of the local switch): Local Switching charge, plus RIC and CCLC, at the originating office.
 2. Common transport charge will apply when Tallgrass uses GTE's transport, and mileage shall be measured between the originating office and the POI of the Third Party's network.
 3. Tandem Switching, where applicable.

- D. Originated by Tallgrass's customer and completed by another of Tallgrass's customers being served through GTE's unbundled Local Switching in a distant office.
 - 1. (For use of the local switch): Local Switching charge plus RIC and CCLC at the originating office.
 - 2. Shared transport charge between the two offices will apply when Tallgrass uses GTE's transport.
 - 3. (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
 - E. Originated by a GTE customer and terminated to Tallgrass's customer using GTE's unbundled Local Switching.
 - 1. (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
 - 2. (For call termination): Tallgrass will charge GTE Local Switching at the terminating office (Switched Access Rate).
 - 3. (For call termination): Tallgrass will charge GTE NIC and CCLC at the terminating office.
 - F. Originated by the customer of a third-party LEC (not affiliated with Tallgrass) using GTE's unbundled Local Switching in a distant end office and terminated to Tallgrass's customer using GTE's unbundled Local Switching.
 - 1. (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
 - G. Originated by a customer of the network of a third-party LEC (not affiliated with Tallgrass) interconnected with GTE's network and terminated to Tallgrass's customer using GTE's unbundled Local Switching.
 - 1. (For use of the local switch): Local Switching charge plus RIC and CCLC at the terminating office.
4. For intrastate Switched Access calls where Tallgrass's is using GTE's unbundled Local Switching for calls originated from or terminated to an IXC for completion:

- a. For calls originated from Tallgrass's customer to Tallgrass's own IXC switch (or that of an affiliate) for completion.
 - 1. (For use of the local switch): Local Switching charge at the terminating office.
 - 2. Originating RIC and CCLC.
 - 3. GTE will charge Tallgrass's IXC affiliate the following Switched Access elements on a meet-point basis:
 - (a) Local Transport;
 - (b) Tandem Switching.
 - 4. Tallgrass will charge Tallgrass's IXC affiliate the following Switched Access elements on a meet-point basis:
 - (a) Originating RIC and CCLC;
 - (b) Local Switching.
- B. For calls originating from Tallgrass's customer to an IXC's switch not affiliated with Tallgrass.
 - 1. (For use of the local switch): Tallgrass's customer to an IXC's switch not affiliated with Tallgrass.
 - 2. Originating RIC and CCLC.
 - 3. GTE shall charge the non-affiliated IXC for the following originating Switched Access on a meet-point basis:
 - (a) Local Transport;
 - (b) Tandem Switching.
 - 4. Tallgrass will charge the non-affiliated IXC for the following Switched Access elements on a meet-point basis:
 - (a) Originating RIC and CCLC;

- (b) Local Switching.
- C. For calls terminating to Tallgrass's end-user customer from Tallgrass's own IXC switch (or that of an affiliate) for completion.
 - 1. (For use of the local switch): Local Switching charge at the terminating office.
 - 2. Terminating RIC and CCLC.
 - 3. GTE will charge Tallgrass's IXC (affiliate) the following Switched Access elements on a meet-point basis:
 - (a) Local Transport;
 - (b) Tandem Switching.
 - 4. Tallgrass will charge Tallgrass's IXC (affiliate) for the following Switched Access elements on a meet-point basis:
 - (a) Terminating RIC and CCLC.
 - (b) Local Switching.
- D. For calls terminating to Tallgrass's customer from an IXC switch not affiliated with Tallgrass.
 - 1. (For use of the local switch): Local Switching charge at the terminating office.
 - 2. Terminating RIC and CCLC.
 - 3. GTE shall charge the IXC for the following terminating Switched Access on a meet-point basis:
 - (a) Local Transport;
 - (b) Tandem Switching.
 - 4. Tallgrass will charge IXC for the following Switched Access elements on a meet-point basis:
 - (a) Terminating RIC and CCLC;

(b) Local Switching.

5. For interstate Switched Access calls where Tallgrass is using GTE's unbundled Local Switching for calls originated from or terminated to an IXC for completion:

a. For calls originated from Tallgrass's customer to Tallgrass's own IXC switch (or that of an affiliate) for completion.

1. (For use of the local switch): Local Switching charge at the originating office.

2. Originating Residual Interconnection Charge (RIC) and CCL.

3. GTE shall charge Tallgrass's IXC affiliate for the following originating Switched Access on a meet-point basis:

(a) Local Transport;

(b) Tandem Switching.

4. Tallgrass will charge Tallgrass's IXC affiliate the following Switched Access elements on a meet-point basis:

(a) Originating RIC;

(b) Originating CCLC;

? Local Switching.

B. For calls originated from Tallgrass's customer to an IXC's switch not affiliated to Tallgrass.

1. (For use of the local switch): Local Switching charge at the terminating office.

2. Originating RIC and CCLC.

3. GTE shall charge the IXC for the following originating Switched Access on a meet-point basis:

(a) Local Transport;

- (b) Tandem Switching.
- 4. Tallgrass will charge IXC the following Switched Access elements on a meet-point basis:
 - (a) Originating RIC;
 - (b) Originating CCLC;
 - (c) Local Switching.
- C. For calls terminating to Tallgrass's customer for Tallgrass's own IXC switch (or that of an affiliate) for completion.
 - 1. (For use of the local switch): Local Switching charge at the terminating office.
 - 2. Terminating RIC and CCL.
 - 3. GTE will charge Tallgrass's IXC (affiliate) the following Switched Access elements on a meet-point basis:
 - (a) Local Transport;
 - (b) Tandem Switching.
 - 4. Tallgrass will charge Tallgrass's IXC affiliate the following Switched Access elements on a meet-point basis:
 - (a) Terminating RIC;
 - (b) Terminating CCLC;
 - (c) Local Switching.
- D. For calls terminating to Tallgrass's customer from an IXC switch not affiliated with Tallgrass.
 - 1. (For use of the local switch): Local Switching charge at the terminating office.
 - 2. Terminating RIC and CCL.

3. GTE will charge the non-affiliated IXC for the following terminating Switched Access on a meet-point basis:
 - (a) Local Transport;
 - (b) Tandem Switching.
4. Tallgrass will charge IXC the following Switched Access elements on a meet-point basis:
 - (a) Terminating RIC;
 - (b) Terminating CCLC;
 - (c) Local Switching.